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Rehabilitation of the Disabled

Provinces reported to Civilian Rehabilitation Branch that 1,669 persons were rehabilitated during 1961-62 fiscal year. Before referral to rehabilitation services, 69.3 per cent had been dependent on relatives or public assistance

During the 1961-62 fiscal year, the provinces have reported to the Civilian Rehabilitation Branch of the Department of Labour, 1,669 persons had been rehabilitated under the Vocational Rehabilitation Program.

Of this number, 69.3 per cent had been dependent for support on relatives or on public assistance before rehabilitation. After rehabilitation, this proportion had been reduced to 5.4 per cent.

The Civilian Rehabilitation Branch coordinates the activities of federal Government departments and assists the provincial governments in establishing, developing and operating a national vocational rehabilitation program for disabled persons. The function of the Branch is to help in developing such a program through the co-operation of agencies, both public and private, that are engaged in helping the various types of disabled persons.

Statutory authority for the program was given by the Vocational Rehabilitation of Disabled Persons Act (L.G., Nov. 1961, p. 1097), which came into effect on December 1, 1961.

The number of persons reported as rehabilitated has shown a steady increase each year since 1957-58, when it was 1,055. In 1958-59, the figure was 1,174; in 1959-60, it was 1,462; and in 1960-61, it had risen to 1,614. Of the 1961-62 total, 1,079 were men and 590 were women.

The largest group of people who were referred to rehabilitation services last year were those between 20 and 29 years of age, amounting to 39.8 per cent of the total. The second largest group was composed of persons between 30 and 39 years of age, and amounted to 20.6 per cent of the total. The third largest group, those between 40 and 49 years old, made up 13.5 per cent of the total. Persons of 60 years of age or older made up the smallest group, amounting to 5.7 per cent; and those under 20 years of age amounted to 11.8 per cent.

An analysis by type of disability shows that the largest number of those rehabilitated during 1961-62 were in the neuro-muscular-skeletal group; these constituted 28.5 per cent. Those affected by respiratory disabilities came second in number, and made up 16.1 per cent. Other groups included: hearing, 15.1 per cent; seeing, 5.7 per cent; neurological, 9 per cent; and neuro-psychiatric, 11.9 per cent.

Of the 1,669 persons rehabilitated during 1961-62, the largest proportion (45.7 per cent) had had from five to eight years education at the time of acceptance for rehabilitation services. The next largest group (32.9 per cent) had had from nine to twelve years. Only 2.3 per cent had had university education. Of the 5,305 persons rehabilitated during the years 1957 to 1961, the corresponding percentages were: five to eight years, 39.4 per cent; nine to twelve years, 40.3 per cent; and university, 1.3 per cent.

A breakdown of the number of persons rehabilitated during 1961-62 by source of support before and after rehabilitation showed the following percentages (after rehabilitation, in brackets): relatives, 43.1 (2.3); public assistance, 26.2 (3.1); unemployment insurance, 5.6 (nil); insurance and compensation, 2.5 (0.4); and pensions and savings, 5.2 (1.5).

An examination of yearly earnings before and (in brackets) after rehabilitation showed that only 1.8 per cent were earning more than $3,000 before rehabilitation, but 13.2 per cent were earning that amount after rehabilitation. In other earnings classifications, the percentages were (after rehabilitation in brackets): under $1,000—3.5 (13.8); $1,000 to $2,000—7.3 (26.7); $2,001 to $3,000—4.8 (39.0).

The percentage of persons rehabilitated during 1961-62 who were reported to be in regular employment, including housewives or homemakers, was 83.7. For the years 1957-61, the percentage was 81.1. Of those rehabilitated in 1961-62, the self-employed amounted to 5.8 per cent; those in sheltered employment to 3.2 per cent, and those in home-bound employment, 1.9 per cent. Only 5.4 per cent were classified under "self-care."

50 Years Ago This Month

Acute shortage of labour reported in the East in August 1912 because of exodus of workers to the West for harvesting. Projects held up in many centres in Canada. Heavy demand for labour resulted in continued increase in wage rates

An acute shortage of labour in Montreal during August 1912, and shortages in varying degrees in a number of other places in eastern Canada were reported in the LABOUR GAZETTE of September 1912.

In Montreal, the shortage of unskilled workers "practically amounted to a famine," and there was a marked shortage of nearly all kinds of skilled labour.

"Great numbers of men left the city during the month to take part in harvesting operations in the West, and others left for railway construction camps. Sufficient men, however, could not be obtained in Montreal to supply the demand of the big railways for their construction work in the West. The result of all this drain was severely felt in Montreal, and employers were unable to get sufficient help."

The GAZETTE said that the boring of the tunnel under Mount Royal was being held back for lack of labour, "only 600 men being at work."

The report added that "one line in which there is a remarkable shortage is that of shorthand writers; law offices and business houses are every day calling for competent stenographers, but the supply is away below the demand."

In Brockville, the Bell Telephone Company, which was engaged in laying tile for the underground wiring of their line, found difficulty in getting men locally for the work. Also in Brockville, "the company paving King Street have a gang of Italians employed and have the work well under way." Wages for unskilled labour in the district were reported to have advanced from $1.80 to $2.25 for a nine-hour day.

The GAZETTE's correspondent in Toronto said that the contractors building the CPR's new main line east of Agincourt to Whitby were having difficulty in getting an adequate supply of labour and teams.

Farmers in Ontario were said to be handicapped by shortage of labour, and their difficulties, as well as those of farmers in Quebec and the Maritimes, were being added to by excessive rain.

In Hamilton, it was said that "the rush of labourers to the West for the grain harvest is causing the city a lot of trouble, and unless the Works Department is able to secure a large number of men soon, a big portion of this year's program for waterworks and other improvements will have to go unfulfilled."

The Moncton correspondent of the GAZETTE said that the Dominion Textile Company was having difficulty in keeping up its staff of operatives, and had had to go abroad for weavers and apprentices. Its staff, which usually numbered about 225, had dropped to 185. "Many of the women weavers live in the adjoining districts and decline to work in the factory during summer."

A company that had the contract for enlarging the reservoir in Moncton was also handicapped by lack of help, and had advertised for 50 additional labourers at $1.75 a day.

Such shortages as this, however, were not general in the country at large, most places merely reporting the demand for labour "heavy" or "brisk," or otherwise indicating a situation of what would now be called full employment.

The consequence of this big demand for labour was a continuation of the tendency for wages to rise, sometimes sharply. In Hull, for instance, the September 1912 issue of this journal reported that "men working on the river sorting logs are getting from $2 to $2.25 a day, an increase of about 12½ per cent. A team of horses and teamster get $5 a day, an increase of 10 per cent compared with last year."

About 2,000 carpenters who went on strike in Winnipeg on June 29, demanding an increase in wages from 45 to 50 cents an hour and a reduction in working hours from 53 to 50 a week, returned to work on August 10. The GAZETTE reported that they won an increase in wages and a reduction in hours, but did not say whether their demands had been met in full.

About 1,200 carpenters in Calgary went on strike on July 5 because the employers refused to sign an agreement providing an increase of 5 cents an hour. The employers capitulated individually, and by August 3, "all the employing contractors were reported to have signed the agreement, although the Builders' Exchange had not done so."

Carpenters in three other places were reported to be on strike for higher wages—in two cases for shorter hours as well.

Conciliation Board Settles Non-Ops Rail Dispute

For the first time, a conciliation board in a dispute between Canadian railways and unions of their non-operating employees has produced a settlement. And for the first time the report of a board in such a dispute was unanimous.

A feature of the agreement proposed by the board last month was a provision setting up an employer-financed job-security fund for long-service employees. A wage increase was also recommended.

The recommendations of the board, whose chairman was Mr. Justice F. Craig Munroe of the Supreme Court of British Columbia, have been accepted by all railway companies party to the dispute and by the negotiating committee representing the 17 unions involved. Both parties undertook to obtain ratifications by those whom they represented.

Despite announcements earlier in the month by employee groups in Toronto and Vancouver that they would not accept the proposed contract, the general conference committee of the 17 unions on August 29 unanimously accepted the conciliation board's report.

Company nominee on the board was A. G. Cooper, Q.C., of Halifax. The unions' nominee was David Lewis, Q.C., M.P., of Toronto.

Job-Security Program

The proposed fund was one of five steps the board said should be taken to implement the objectives of the job-security program it recommended. The objectives were:

1. To mitigate hardships suffered by long-service employees when their jobs are eliminated.

2. To enable long-service employees who are being replaced and who need to be retrained to qualify for new jobs with the same employer and to enjoy a means of support while retraining.

3. To revise and adapt seniority and other rules to facilitate mobility of workers, with the intent that long-service employees shall have a preferential right to other jobs that they are capable of doing.

The board recommended that a fund be built up by each railway by the payment, beginning on January 1, 1963, of 1 cent for each hour worked (or paid for though not worked) by all its employees covered by the agreement on or after that date.

Each of these funds is to be administered by a joint committee and is to be expended in the manner decided upon by the committee for any one or more of the following purposes: severance pay for employees permanently laid off, supplementary unemployment benefit for employees temporarily laid off, retraining programs, re-allocation of employees, and such other related purposes as the committee may agree upon.

In connection with the administration of this fund, a noteworthy provision is that any matters not agreed upon by July 1, 1963 are to be submitted to a board of arbitration for final and binding settlement.

Wage Increases

The board also recommended wage increases totalling about 8 cents an hour for hourly rated employees during the life of the two-year agreement, with equivalent increases for employees on daily, weekly or monthly rates.

The wage increase is to be applied as follows: 1 per cent effective March 1, 1962; a further 1 per cent on October 1, 1962; 2 cents on January 1, 1963; and 2 cents on July 1, 1963.

As the first step in implementing the job-security program the board recommended the setting up of a joint committee or committees, composed of an equal number of representatives of the railways and of the unions, to discuss and make decisions or recommendations to their principals concerning any aspect of "job security" which the representatives of either party may wish to submit as the subject for negotiation.

The board recommended that the new agreements embodying the proposals be for a term ending December 31, 1963.

The full text of the conciliation board's report will be published in the October issue of the LABOUR GAZETTE.

U.S. Observes 25th Anniversary Of National Apprenticeship Act

The 25th anniversary of the passage of the (United States) National Apprenticeship Act and the establishment of the National Apprenticeship Program was marked in Washington on August 21.

AFL-CIO Secretary-Treasurer William Schnitzler presided over the morning session of the one-day celebration. The afternoon session was under the direction of management.

A silver anniversary dinner, with U.S. Secretary of Labor Arthur Goldberg as master of ceremonies, was addressed by AFL-CIO President George Meany.

Says Collective Bargaining Can't Solve Technological Unemployment

The problem of workers displaced by technological change cannot be dealt with effectively through collective bargaining, said Ralph Helstein, President of the United Packinghouse, Food and Allied Workers of America, in an article, "Bargaining Isn't Enough," in the summer issue of the *IUD Digest*, quarterly publication of the Industrial Union Department (AFL-CIO).

"This is a problem that must be faced by the nation as a whole," he added, and the Government must play an important role in meeting it.

In his article Mr. Helstein pointed to the meagre results of one plan that had been devised through collective bargaining. At Armour and Company, a collective agreement signed in August 1959 with the Packinghouse Workers and with the Amalgamated Meat Cutters and Butcher Workmen provided for the setting up of a tripartite committee known as the Automation Committee (L.G. 1959, p. 1018). It was composed of four representatives of the company, two from each of the two unions, and an impartial chairman (supplemented later, by agreement, by an impartial executive director).

Earlier that year the company had announced the permanent closing of six of its production plants. More than 20 per cent of the company's total plant capacity was shut down, and 5,000 employees were laid off. A year later the company closed another plant, thereby putting approximately 400 more employees out of work.

The agreement established a fund of $500,000 to finance the committee in its task of dealing with technological unemployment. The fund was accumulated by means of payments by the company of 1 cent for each hundredweight of tonnage shipped from slaughtering and meat packing plants covered by agreements with the two unions.

The closing of the plants in 1959 preceded the establishment of the committee, but at the time of the 1960 closing the committee was in existence and tried to do something for those laid off. In the late summer of 1960 it had two qualified persons at work helping the former employees to find other jobs or prepare themselves for new occupations.

The State Employment Service agreed to give aptitude tests to any displaced Armour employees who were interested in taking training, and the committee told all former employees that it would use its funds to finance the main part of the expense of any retraining.

Notice that the testing and counselling were available was sent to 431 former production workers; 170 of them completed both tests and counselling interviews; only 60 showed promise of benefitting from some form of vocational training; the remainder—65 per cent of the total—were told that the best chance of employment would be in casual manual labour.

The 60 who showed promise were given training in a variety of subjects, including typing, office methods, blueprint reading, upholstery, welding, basic electronics, beauty parlour techniques, air conditioning and auto mechanics. The Automation Committee paid up to $150—usually enough to cover the cost of the whole course—for each individual's training.

"Our last information concerning the 60 who did take retraining courses was that only eight had been able to find employment," said Mr. Helstein in his article.

Corporation Profits Decrease By 2 Per Cent in First Quarter

Corporation profits before taxes, seasonally adjusted, amounted to an estimated $942 million for the first quarter of 1962, a decrease of about 2 per cent from the 1961 fourth-quarter estimate of $961 million, the Dominion Bureau of Statistics has reported. The total for the corresponding period in 1961 was $739 million.

The decline in profits was led by the non-manufacturing sector, which showed an over-all drop of 4.1 per cent. All but two of the industry groups in the sector were down.

The service group showed the largest decline, being down 35.0 per cent from the preceding quarter. Other non-manufacturing group declines, in percentages, were: transportation, storage and communication, 11.3; wholesale trade, 9.7; finance, 5.0; mining, 2.6; and retail trade, 2.5.

The two groups with a rise in profits were the "other" non-manufacturing group, up by 24.1 per cent, and the public utility group, up 21.1 per cent.

Profits in manufacturing industries rose fractionally to $431 million from $428 million in the fourth quarter of 1961. But a number of groups in this sector showed large declines.

Profits in the wood products group rose 35.3 per cent; petroleum and coal, 30.8; foods and beverages, 14.5; paper products, 9.5; and "other" manufacturing, 7.1 per cent. Profits in the rubber products group declined 20.0 per cent.

CLC Executive Council Proposes Plan for Meeting Automation

Plans to look after the interests of workers affected by automation and technological changes were outlined in a policy statement issued by the Executive Council of the Canadian Labour Congress, which met in Ottawa last month.

The Council decided to impress on all governments the need for grants-in-aid, loans, scholarships, and financing the training of displaced workers. The CLC also suggested the provision of a basic education program to enable workers to adapt to changing skill requirements.

Provision should also be made for assistance to workers and families who found it necessary to relocate because of changes in industry, the CLC said.

The Council urged the CLC affiliates to seek increased wages or shorter hours, or both, "as mechanization and automation increase productivity."

At its summer meeting the CLC Executive Council also proposed introduction of a national contributory pension plan to supplement present old age pensions. The suggested plan would provide for:

—Contributions by employees, employers and government, though not necessarily on an equal basis. Provision would also be made for contributions by persons who are self-employed.

—Full portability so that workers could retain their pension rights regardless of job changes.

—Universal and compulsory participation by employers and employees.

—Pension payments related to earnings.

—Inclusion of survivor benefits.

—Provision for normal retirement at 65, but earlier in the event of disability.

—Provision for integration with or supplementation by existing private pension plans.

—Inclusion of a provision to protect purchasing power from loss due to inflation.

—Establishment of a minimum pension to provide a health and decency standard of retirement.

Concerning the present old age pension plan, the CLC suggested that the pensionable age, without a means test, be reduced to 65 years and that the monthly pension be increased to $75, and that there be a periodic review of national living standards so that the living standards of pensioners should not get out of line with those of others. It asked also for a program of housing suited to pensioners who could not afford suitable shelter.

The CLC urged the federal Government to make outright grants to the Unemployment Insurance Fund to maintain its ability to meet claims, such grants not to be subject to repayment but to be continued until the Unemployment Insurance Act has been amended.

Convention Resolutions

Dealing with a series of resolutions referred to it by the CLC convention in April (L.G., June, p. 605), the Council:

—Opposed the contracting out of work as a means of avoiding meeting union wages and conditions.

—Asked restrictions on trawler fishing within the 12-mile limit.

—Sought repeal of the federal sales tax on Canadian-made confectionery to place it on a more equitable basis with imported confectionery.

—Favoured exchange of trade union delegations "with those countries where trade unions function independently from their respective governments and employers."

—Proposed tightening of human rights legislation and the appointment of a citizens' advisory committee on the Canada Fair Employment Practices Act.

—Proposed that postal employees, "in the face of the Government's wage freeze," be accorded collective bargaining rights and given an "overdue" wage increase.

—Urged the Government to strengthen the position of the Canadian Broadcasting Corporation by providing for Parliamentary grants to the CBC on a five-year basis to permit long-term planning, amendments to the CBC charter to prevent political interference in the day-to-day operations of the Corporation, and tighter control of private radio and television stations.

The Executive Council, comprising the Congress officers, the four general vice-presidents and the 13 regional vice-presidents, is the governing body of the CLC between conventions.

New Parliamentary Secretary To Minister of Labour: A. D. Hales

Alfred D. Hales, Member of Parliament for Wellington South since 1957, has been appointed Parliamentary Secretary to the Minister of Labour.

Richard D. Thrasher, who previously held the post but was defeated in the June federal election, has been appointed Executive Officer to the Prime Minister.

AFL-CIO Launches Drive to Win 35-Hour Week with Same Pay

The AFL-CIO Executive Council, at its summer meeting held in Chicago last month, launched a campaign on two fronts to gain a shorter work period without reduction in take-home pay.

The Council will seek amendment of the Fair Labor Standards Act to reduce the present statutory 40-hour week to 35 hours. "To discourage evasion of our aim of a shorter work week," the Council will seek a provision in the Act for penalty pay of double time for all hours worked over 35.

AFL-CIO affiliates are to be instructed to seek shorter hours through collective bargaining.

The Council said that a reduction in the number of hours each worker spends on the job—measured either by the week or by the year—would spread the work and provide "one certain answer" to the persistent high unemployment rate.

The United States Government has often declared its opposition to any shortening of the work week. U.S. Secretary of Labor Arthur Goldberg told the meeting that the Administration could deal with any recession without the 35-hour work week.

The Council decided also to:

—Form a five-man special subcommittee to direct the drive for the shorter work week.

—Authorize the establishment of a "task force" designed "to aid, assist, advise and counsel" all affiliates in collective bargaining on the work week reduction.

—Call for extension of temporary unemployment compensation until April 1, 1963.

—Seek an immediate tax "forgiveness" of $100 for every taxpayer.

—Lay aside without discussion until the next meeting of Council—in November—the questions of filling a vacancy on the Council and of appointments to the executive board of the International Confederation of Free Trade Unions.

A report on operation of the AFL-CIO jurisdictional disputes plan (L.G., Jan., p. 38) showed that of 100 disputes filed under the plan, only 10 involved violation of the constitution.

Productivity Council's Mission Back from Europe with Ideas

The National Productivity Council's tripartite fact-finding mission to Europe (L.G., Aug., p. 909) found a "unique spirit of labour-management-government economic co-operation," which had contributed a great deal to the prosperity of the countries visited, said James A. Roberts, Deputy Minister of Trade and Commerce, who headed the mission. It returned to Canada early last month.

"But we cannot, and the countries themselves do not attribute all their prosperity to this co-operative effort," he said. A full report of the mission's findings will be submitted to the next meeting of the Productivity Council.

"We found no evidence, however, of a magic, master economic plan that would solve the economic and social problems of each country. We observed many differences, in fact, in economic planning . . . and in the degree of government direction or intervention in economic planning and development."

He stated that in all countries visited, however, there was recognition of the need for a common body to establish the economic facts of the country and the climate for collective bargaining between labour and management.

Stating that the need for strong national labour and management organizations was also widely recognized, Mr. Roberts pointed out that there is usually one confederation of all labour organizations and one confederation of all management associations that speak for each to government, and to each other.

Noting that the economic planning system practised in one country did not always appear applicable in another, he said the European experience may not be directly applicable to Canada.

Nevertheless, there were many lessons in labour-management-government co-operation and economic development to be learned from Europe, the mission believed.

New Occupational Monograph Covers Jobs in Electronics

A new vocational guidance booklet, *Electrical and Electronic Occupations,* No. 16 in the Canadian Occupations series, has been released.

The new occupational monograph is a 96-page booklet dealing with a wide variety of occupations related to electrical and electronic technology. These include electrical tradesmen and technicians, and technical workers in electric power generation, radio and television broadcasting, and telecommunications.

The new booklet replaces two earlier ones in the series, *Electrician* and *Technical Occupations in Radio and Electronics,* both of which are now obsolete. It is available from the Queen's Printer, Ottawa, at 20 cents a copy.

Changes in 1962 in Provincial Workmen's Compensation Laws

Five provinces amend Workmen's Compensation Acts, New Brunswick makes most extensive changes, after thorough review by Board in past two years. Acts of Prince Edward Island, Nova Scotia, Newfoundland, Saskatchewan also amended

At the 1962 legislative sessions, the Workmen's Compensation Acts of Newfoundland, New Brunswick, Nova Scotia, Prince Edward Island and Saskatchewan were amended.

The New Brunswick amendments were the most extensive. The Act had been subjected to a thorough review by the Workmen's Compensation Board, in consultation with groups directly concerned, during the past two years. The amendments will go into force on January 1, 1963.

The Newfoundland Act and its amendments since 1952 were consolidated. The only significant change made was a reduction of the waiting period.

Prince Edward Island enacted a Blind Workmen's Compensation Act, such as is in force in most of the other provinces, providing for the payment from the Consolidated Revenue Fund of the cost of compensation in excess of $50 to a blind workman.

Disability Benefits

Increases in Former Disability Awards

One of the principal amendments in New Brunswick was the upgrading of disability pensions in respect of past accidents.

Effective from January 1, 1963, all permanent total disability awards resulting from an accident that occurred between April 26, 1918 (when the Act first went into effect) and January 1, 1959 (when the rate of compensation for disability was raised to 75 per cent) are to be upgraded to the amount of compensation payable immediately before January 1, 1963, or $150 a month, whichever is greater.

The amending Act also provides for the upgrading of all permanent partial disability awards resulting from an accident that occurred between May 11, 1940 and January 1, 1959. (From May 11, 1940, the limit previously placed on the aggregate amount of compensation payable for permanent partial disability was removed).

For permanent partial disability that diminishes the earning capacity of the workman by more than 15 per cent, compensation is to be payable on a scale established by the Board based on 75 per cent of the average earnings of the workman at the time of the accident or 75 per cent of $150 a month, whichever is greater.

The Board was authorized to review any claim arising from an earlier accident, i.e., one occurring between April 26, 1918, and May 11, 1940. In any such case, where the workman was at one time in receipt of compensation for permanent partial disability and in the Board's opinion his earning capacity is seriously impaired, it may award him whatever monthly sum it considers just in view of his continuing disability.

Where a claim is reopened for weekly compensation after a lapse of two years, the Board may in its discretion pay compensation computed on the average earnings of the workman at the time of the reopening of the claim instead of at the date of the accident.

British Columbia and Nova Scotia are the only provinces that have increased former awards in non-fatal cases, British Columbia in 1954 (L.G. 1954, p. 1741) and Nova Scotia in 1960 and 1961 (L.G. 1960, p. 710 and 1961, p. 883).

Maximum Annual Earnings

Maximum annual earnings on which compensation is based were increased from $3,600 to $4,200 in Nova Scotia and from $4,000 to $5,000 in Prince Edward Island. The new ceiling in Prince Edward Island is to take effect from January 1, 1963. The lowest maximum set by any province is now $4,000 and the highest $6,000, with the majority (six provinces) having a $5,000 ceiling.

Average Weekly Earnings

The sections of the Saskatchewan Act setting out the compensation payable for disability were revised with respect to the manner of computing "average weekly earnings." Compensation for permanent total disability is, as before, a weekly payment equal to 75 per cent of average weekly earnings, subject to the wage ceiling provided in the Act. Compensation for permanent partial disability is a proportionate amount, depending on the impairment of earning capacity resulting from the injury.

The Act now states that "average weekly earnings" are to be 1/52 of the wages earned in the 12-month period immediately preceding the injury *or,* at the discretion of the Board, if more advantageous to the workman, 1/52 of the wages earned in *any* period of 12 consecutive months in the 36 months preceding the injury. The ceiling on earnings is now set as a weekly rather than a yearly maximum—115.38\frac{6}{13}$ a week instead of $6,000 a year.

Where a workman was not available for employment for a full 12-month period, or where, owing to the casual nature or the terms of his employment, it is impracticable to compute his average weekly earnings as above, the Board is to have regard to the average weekly earnings of other workmen during the 12 months immediately preceding the injury in the same or similar work in the same or a similar locality and to such other circumstances as it considers relevant.

Compensation for temporary total or temporary partial disability is to be awarded on the basis of the workman's rate of remuneration at the time of the injury *or* his average weekly earnings for a 12-month period, whichever is greater. (As in permanent disability cases, the Board may select the 12-month period for the computation of earnings which is most advantageous to the workman).

Clothing Allowance

The Saskatchewan Board was authorized to pay a clothing allowance to any workman for whom it has provided an artificial limb, to help defray the cost of special clothing or to compensate for undue wear on clothing. The allowance may not exceed $96 a year in the case of a leg amputation and $42 a year in the case of an arm amputation.

Injuries Aggravated by Pre-existing Condition

A new clause was added to the Prince Edward Island Act providing that, where injury resulting from an accident is aggravated by some pre-existing physical condition inherent in the workman at the time of the accident, the workman is to be compensated for the full injurious result, unless the pre-existing condition was due to an injury for which the workman had received or was receiving compensation.

A somewhat similar provision in Nova Scotia allows the Board to accept partial responsibility for a disability that is due partly to the employment and partly to other causes, or where the personal injury by accident aggravates, activates or accelerates a disease or condition existing prior to the injury. Under the new Nova Scotia provision, which is like one added to the British Columbia Act in 1959, compensation is to be payable for such proportion of the disability as may reasonably be attributed to the personal injury sustained.

New Definitions of Accident, Industrial Disease

Definitions of "accident" and "industrial disease" in the New Brunswick Act were widened, giving the Board greater scope in allowing claims for compensation.

"Accident" was formerly defined as "an unlooked for mishap or untoward event which is not expected or designed." It is now defined, as in a number of other provincial Acts, as "a wilful and intentional act, not being the act of the workman, and also includes a chance event occasioned by a physical or natural cause as well as disablement arising out of and in the course of employment, and where the disablement is caused by industrial disease, the date of the accident shall be deemed to be the date of the disablement." The inclusion of the words "as well as disablement arising out of and in the course of employment" makes it possible for the Board to grant compensation for any disablement that can be shown to have been due to the nature of a workman's employment.

"Industrial disease" was redefined to include, in addition to any disease declared to be an industrial disease by regulations, "any other disease peculiar to or characteristic of a particular industrial process, trade or occupation." Hitherto compensation has been payable for only those diseases set out in the regulations. The Board will now be enabled to grant compensation for any disease if it is satisfied that it is occupational in character.

Deleted from the Saskatchewan Act was the provision requiring a workman to have been a resident of Saskatchewan for three years preceding disablement in order to receive compensation for an industrial disease named in the schedule, unless an exception was permitted by the Board.

Serious and Wilful Misconduct

The New Brunswick provision prohibiting the payment of compensation for an accident that was intentionally caused by the workman or was due to his intoxication or serious and wilful misconduct, unless it resulted in the workman's death, was amended to permit compensation to be paid in such circumstances where the accident results in either serious and permanent

disability or death. This provision is now more like the comparable provision in the other provincial Acts.

Medical Aid

In New Brunswick, the services of a registered chiropractor within his legal jurisdiction are now included in the term "medical aid."

An amendment to the Nova Scotia Act regarding the medical review board that may be appointed by the Minister of Labour to resolve a medical dispute stated that the findings of such a board (which are final and must be accepted) are to be effective from the date on which the review board was appointed.

Rehabilitation

An amendment to the Prince Edward Island Act authorized an increase from $5,000 to $10,000 in the amount the Board may spend annually on rehabilitation services.

Waiting Period

In Newfoundland and Prince Edward Island, the waiting period was reduced from four days to one day, bringing to five the number of provinces that now have a one-day waiting period.

Death Benefits

Widows' and children's pensions were increased in New Brunswick, Nova Scotia and Saskatchewan, and in all three provinces the increases were made applicable to existing pensioners.

In New Brunswick, the costs of the retroactive increases to widows and invalid widowers provided for in 1960 (raising pensions from $50 to $60 a month) will continue to be paid from the Consolidated Revenue Fund.

Children's Allowances Payable to Age 21

A change in New Brunswick was the raising of the age limit to which children's allowances are payable, from 18 to 21 years, or, as before, until the child ceases to attend school regularly. "School" is now defined to include a university, college and all other types of occupational, trade, technical or professional training establishments.

In most provinces the age limit for the payment of children's allowances is 16 years, with the Board having discretionary power to continue benefits to the age of 18 to aid a child in continuing his education. In Saskatchewan, benefits may be paid to the age of 19 for educational purposes.

Widows' Pensions

Widows' pensions were increased from $60 to $75 a month in New Brunswick and Nova Scotia, and from $100 to $110 a month (payable to the age of 70) in Saskatchewan. In the latter province, a widow over the age of 70 receives $75 a month.

In New Brunswick, the lump sum payment to a widow was also increased—from $100 to $200.

Children's Allowances

The increases provided in children's monthly allowances were from $20 to $25 in New Brunswick, from $22.50 to $25 in Nova Scotia and from $35 to $45 in Saskatchewan. The increases for orphans were from $40 to $50 a month in New Brunswick, from $30 to $35 in Nova Scotia and from $50 to $60 in Saskatchewan.

In New Brunswick, the increases in widows' and children's pensions do not become effective until January 1, 1963.

Coverage

Learners, municipal firemen and policemen, and members of a municipal volunteer fire brigade were brought within the scope of the New Brunswick Act. In Saskatchewan, provision was made for coverage of municipal volunteer fire brigades by application.

In New Brunswick, also, the undertakings of all municipal corporations and other bodies exercising authority with respect to a municipality are now included, and any permanent boards or commissions established by the provincial or federal Government, as well as the Governments themselves, may avail themselves of the coverage of the Act.

The amendment that was added to the New Brunswick Act in 1955 (but not proclaimed) providing for compulsory coverage of farm workmen if the employer made application to the Board was deleted. As in several other provinces, farm labourers are now excluded, subject to the provision which enables an industry or workman not within the scope of Part I of the Act to be admitted by the Board on the application of the employer.

Members of the employer's family residing with him are excluded on the same conditions but the exclusion is now limited to family members under 16 years of age.

Discretionary Power to Grant Compensation

The New Brunswick Board was given discretionary power to allow a claim for compensation, notwithstanding failure to make application within the time prescribed,

if in its opinion the claim is a just one and ought to be allowed. Prevously, no claim could be accepted if not filed within the time limits set by the Act.

Accidents Occurring Outside Province

The section of the New Brunswick Act providing for the payment of compensation to workmen who work outside the province now makes provision for work in other provinces as well as those adjoining New Brunswick, referring to "another province or country" instead of to "an adjoining province or country."

The effect of this section is that, provided an employer notifies the Board that one or more of the workmen included in his payroll may be so engaged, work done in part in New Brunswick and in part in another province or country is to be considered as done in New Brunswick, and compensation is to be payable accordingly.

Further, a new provision was inserted in the Act permitting the Board to make an agreement with the workmen's compensation authority of any province or territory of Canada with a view to avoiding the duplication of assessments to which an employer might otherwise be liable in such circumstances. The Board may repay the other authority for any payment of compensation, medical aid or rehabilitation made by it under such an agreement, and may relieve an employer from assessment or reduce the amount of an assessment.

Labour Standards Legislation Enacted in Canada in 1962

Two new labour standards measures adopted and six existing statutes amended at 1962 sessions of provincial legislatures. The new Payment of Wages Act passed by British Columbia is comprehensive wage payment and wage recovery law

During the 1962 sessions of the Canadian legislatures, two new labour standards measures were adopted and six existing statutes were amended.

British Columbia passed a comprehensive new wage payment and wage recovery law, the Payment of Wages Act, and New Brunswick replaced its Vacation Pay Act.

Ontario amended its Master and Servant Act and strengthened the enforcement provisions of its Hours of Work and Vacations with Pay Act. Manitoba made a number of changes in its Employment Standards Act and also amended its Vacations with Pay Act. The Labour Provisions Ordinance of the Yukon Territory and the Saskatchewan Minimum Wage Act were also amended.

Wage Payment and Wage Recovery

British Columbia

The British Columbia Payment of Wages Act, which went into force on March 29, the date of Royal Assent, was designed to give workmen greater assurance of payment of wages.

Previously, the British Columbia Department of Labour used the penalty provisions of the Semi-monthly Payment of Wages Act, which is now repealed, to assist employees to collect earned but unpaid wages. According to a statement in the *British Columbia Government News* for last June, this was not entirely satisfactory.

In the first place, the intent of the Semi-monthly Payment of Wages Act was to fix regular paydays, not to establish wage recovery procedures. Secondly, many magistrates, as well as members of the legal profession, felt that Police Courts should not be used for the collection of debts. Consequently, the article stated, this attitude hampered the administration of the Act and decreased its effectiveness in the matter of wage protection.

The Payment of Wages Act introduces a new wage recovery procedure, which is to be administered by the Board of Industrial Relations; gives the Board authority to order the bonding of employers; makes it an offence for an employer to issue a N.S.F. cheque in payment of wages; and incorporates some of the provisions of the Semi-monthly Payment of Wages Act relating to the manner and frequency of payment of wages.

Industries Covered

The Act applies to all industries and occupations listed in a Schedule. The list of industries covered is extensive and includes: the building service industry, construction, fishing, the hotel and catering industry, the

laundry, cleaning and dyeing industry, logging, the lumber, woodworking and sawmill industry, manufacturing, the mercantile industry, mining, printing and publishing, shipbuilding, the taxicab industry, and transportation.

Office occupations are covered, as well as the following other occupations: barber, hairdresser, elevator operator and starter, cemetery worker, stationary steam engineer, fireman, oiler and special engineer, bartender, waiter and utility man.

The legislation also covers attendants and assistants employed in places where a charge for admission or service is made to the public, including employees in dance studios, zoos, physical culture and health studios and clinics and charm and modelling schools, groups not specifically listed in the previous Schedule. Other industries and occupations may be added by regulation.

Fixing of Paydays

Employers are again required to pay their employees at least as often as semi-monthly, subject to two exceptions. One is coal miners, who must be paid at least as often as fortnightly on a Saturday; the other is employees earning $6,000 or more (previously $4,000) under a yearly contract.

Wages must be paid within eight days after the expiration of each pay period, which is defined as a "period of employment not exceeding 16 consecutive days." As before, an employee who is absent on payday is entitled to payment on demand.

An employee must be paid all wages owing to him on date of separation if services are terminated by the employer, or within six days if he quits voluntarily.

Method of Payment

All wages must be paid in currency or by cheque or bill of exchange drawn upon a chartered bank or a credit union, subject to certain authorized deductions. A provision in a contract providing for any other method of payment is illegal.

The Act also makes it an offence for an employer to issue a N.S.F. cheque in payment of wages. The Saskatchewan Employees Wage Act, 1961, contains a similar provision (L.G., Oct. 1961, p. 1015).

Deductions Permitted

Certain deductions are permitted: the Act provides that an employer may honour an employee's written assignment of wages to a trade union in accordance with the Labour Relations Act; to a charitable or other organization, or to a pension or superannuation plan, provided the payments are deductible for income tax purposes under the Income Tax Act of Canada; and to a licensed insurer.

The Act also permits an assignment to any plan approved by the Board of Industrial Relations as being for the benefit of the employee. Before authorizing such deductions, the Board may examine records or hold an inquiry. It is also given discretionary power to rescind or amend an authorization.

Wage Recovery Provisions

The new wage recovery provisions enable workers to collect unpaid wages without going to the courts, thereby reducing delays and eliminating legal fees and court costs. Under the new wage recovery procedure, if the Board has received information that an employer has failed to pay all wages owing to an employee and is satisfied that the employee is not proceeding with any other action, it may issue a certificate setting forth the amount of wages due. A copy will be sent to the employer, giving him eight days in which to reply. After an investigation, including a hearing, if necessary, the Board may confirm the original certificate, issue a new certificate with a revised statement of wages owing, or drop the proceedings.

If wages remain unpaid, the Board may file the certificate, in a County Court if the amount owing does not exceed $3,000, or in the Supreme Court if the amount exceeds $3,000. Once filed, the certificate has the same force and effect as a judgment of the Court for the recovery of a debt. A point of law raised in the proceedings before the Board may be appealed to the Court of Appeal, whose decision is final.

The Board is also given power to attach money payable by a third person to an employer named in a certificate. If the Board knows that a person is indebted to the employer in question, it may require that person to pay the money, in whole or in part, depending on the amount of wages owing, directly to the Board. The Board will then apply that money to settle the unpaid wages.

Bonding of Employer

A significant new provision, asked for by the British Columbia Federation of Labour, gives the Board discretionary power to require an employer to furnish a bond or other security guaranteeing payment of wages. If the employer fails to post the required security, the Board may apply to a Judge of the Supreme Court for an order restraining the employer from carrying on business in the province until he has furnished the security and paid the costs of the application.

An employer who is unable to locate an employee in order to pay him wages must pay the money to the Board to be held in trust for the employee.

Powers of Inquiry

The Board is given wide powers of inquiry. The Board, any of its members or other authorized persons may inspect books, payrolls or other records relating to wages, hours of work or conditions of employment, take extracts and require both employers and employees to verify statements under oath or by statutory declaration.

In addition, the Board is expressly empowered to require an employer to produce records or to disclose information relating to the profit and loss and the production and operating costs in the industry, trade or business under his direction or control that, in the discretion of the Board, are considered necessary for the purposes of the Act.

Penalties

An employer who contravenes the legislation is liable to the penalties provided under the Summary Convictions Act. If convicted of failing to pay wages, he will also be ordered to pay any sums owing to an employee. In case of default, the amount owing will be levied by distress and sale of the goods and chattels of the employer.

A prosecution must be instituted within six months after the commission of the alleged offence.

No agreement can deprive an employee of his rights under the Payment of Wages Act. The legislation also prohibits an employer from discharging or otherwise discriminating against an employee because he has filed a complaint or has testified in a proceedings under the Act.

Ontario

In Ontario, the Master and Servant Act, which provides a summary procedure for the recovery of unpaid wages, was amended twice.

The first amendment, which went into force on December 15, 1961, introduced an arrest procedure, which is intended to prevent employers from leaving an area without first paying off their workmen. Under this new procedure, if a complaint has been laid and a justice of the peace thinks that the employer is about to leave the district, he may now issue a warrant for the arrest of the employer. This amendment was specifically designed to deal with itinerant employers who come in at harvest time and contract to harvest crops such as tobacco on a subcontract basis.

The second amending Act implemented two recommendations of the Royal Commission on Labour-Management Relations in the Construction Industry (the Goldenberg Commission). It raised the maximum amount of wages that may be recovered in summary proceedings in a magistrate's court from $200 to $500, and allowed proceedings to be taken within six months, instead of one month, after employment ceased or after the last instalment of wages was due, whichever happened last.

The section prohibiting contracts waiving the application of the Act was also amended to limit exemptions to managers, officers and superintendents. Previously, foremen and persons earning more than $5 a day were exempted from this provision, as well as managers and officers of a firm.

Manitoba

Several amendments to the Manitoba Employment Standards Act were also concerned with wage payment and wage recovery. If an employer has been convicted of failure to pay wages or to pay wage rates required by the Employment Standards Act or the Fair Wage Act, the Minister of Labour may now order him to deposit security with the Provincial Treasurer in an amount not exceeding $1,000. The security will be available for settlement of any order of a court for wages. An employer who employs any person before posting the required security is guilty of an offence.

(Three other provinces have also made some provision for the bonding of employers. In Saskatchewan, under the Employees' Wage Act, 1961, the Minister of Labour was given discretionary power to order defaulting employers to post security and, as noted above, the new Payment of Wages Act in British Columbia gives the Board of Industrial Relations authority to order the bonding of employers. In Alberta, under the Industrial Wages Security Act, employers in the coal mining and lumbering industries are required to furnish security before beginning operations each year unless exempted by the Minister.)

A new provision relating to overtime pay was adopted in Manitoba similar to one already in the Employment Standards Act concerning minimum wages. As a result, an employer convicted of failing to pay overtime will now be required to pay the difference between the rate paid and the overtime rate together with costs, in addition to the penalty. Such an order may not relate to wages (minimum wages or overtime pay) payable more than a year before the date of the information and complaint. Previously, a six-month limitation was placed on the amount of minimum wages that a magistrate might order an employer to pay.

Another amendment to the Manitoba Employment Standards Act states that wages owing under the Act, including overtime payments, are a debt due from the employer to an employee and may be recovered by court action. A further amendment provides that a prosecution for failure to pay the minimum wage must be instituted within one year from the date of the alleged offence.

Yukon Territory

Amendments to the Labour Provisions Ordinance of the Yukon Territory were also designed to ensure payment of wages. The Ordinance now requires every employer in the Territory to pay all wages earned during a period of employment, which may not be longer than one calendar month, within 10 days after its expiration. Previously, only mining companies were required to establish monthly paydays.

Another 1962 amendment to the Ordinance makes it mandatory for an employer to pay all wages owing upon termination of employment. A further amendment states, however, that this provision does not limit any lawful right of set-off.

Where board and lodging are furnished by the employer as a condition of employment, the Labour Provisions Ordinance now requires him to do so in a reasonable manner without charge to the employee. Previously, the legislation provided that in mining camps where more than three employees were employed, the employer was to furnish such board and lodgings as might be determined between the employer and representatives elected by the employees.

Notice of Termination

The provision in the Manitoba Employment Standards Act requiring both employers and employees to give notice of termination of employment was amended. This requirement may now be waived during the employee's first two weeks in a job unless otherwise agreed upon in writing by the employer and the employee. Also, complaints to the Minister alleging failure to give notice must now be filed within 90 days. If the complainant is an employer, he must, at the time of making his charge, deposit with the Minister an amount equal to any wages owing to the employee involved.

Vacations with Pay

New Brunswick

In New Brunswick's new Vacation Pay Act, which went into force on July 1, the major change was the abolition of the vacation stamp system.

The new Act also has a slightly broader coverage than the 1954 legislation it replaces. It applies to the peat-moss industry, as well as to construction and mining and to the processing, packing or canning of fish, fruit or vegetables (except in a potato warehouse). As before, it applies also to any employment related to construction and mining that is designated by the Lieutenant Governor in Council as being within the scope of the Act. Employees employed for less than six working days or shifts in a vacation pay year are not covered.

The Act provides the same vacation benefits as before—a weeks vacation with pay at the rate of two per cent of the employee's earnings after a years service. As formerly, an employee must have worked at least 225 working days or shifts in the vacation pay year (July 1 to June 30) in order to qualify for a vacation.

Instead of stamps, employees whose services have not been continuous must now be given their vacation pay in cash or by cheque. This rule also applies when services are terminated. An employee who does not work the 225 days or shifts necessary to qualify for a vacation must now be given his vacation pay (two per cent of earnings) within one month after the end of the vacation pay year. If services are terminated, the employee must receive his vacation pay within one month after employment ends.

Provision is made for the cashing of all outstanding stamp books and for refunding employers for stamps previously purchased. The Lieutenant Governor in Council was also authorized to make regulations to prevent inconveniences during the transitional period.

According to press reports, the Minister of Labour, who introduced the legislation, said that the stamp system had become "cumbersome, costly, inconvenient and apparently of little, if any value."

The vacation stamp system has been abolished in two other provinces. In Manitoba, the vacation stamp system previously in effect for construction workers in Greater Winnipeg was replaced in 1960 by a system under which employers remit vacation pay periodically to the Department of Labour, and payment to the employee is made by government cheque after the first of July each year. In Quebec, a revised vacation order issued in July dropped the vacation stamp system previously provided for manual workers in the building construction industry whose services were not continuous and instead requires these employees to be

given a vacation indemnity on termination of employment. New construction decrees under the Quebec Collective Agreement Act have also abolished the stamp system, most of them requiring vacation pay to be paid every payday.

The penalty provisions of New Brunswick's new Vacation Pay Act are substantially the same as before. An employer who violates the Act is again liable to a maximum fine of $500 or to imprisonment for up to 60 days. Also, the convicting magistrate may order the employer to pay vacation pay owing to an employee and, in addition, may now order an employer who has not already done so to produce for inspection all records relating to wages and vacations.

Other Provinces

In Manitoba, the provision in the Vacations with Pay Act permitting alternative vacation arrangements was reworded to make it clear that the employee's right to an annual vacation of two weeks after a years service prevails over any conflicting provision in any other Act or in any agreement or contract of service or custom.

Amendments intended to improve enforcement procedures were made to the Ontario Hours of Work and Vacations with Pay Act. One gave the Industry and Labour Board express authority to inspect records relating to wages, as well as those relating to hours.

In addition to the penalty imposed on an employer for failure to grant a vacation with pay, the magistrate must now order him to pay to the Board an amount equal to the vacation pay an employee would have received or the amount to which he would be entitled under the regulations. Under the previous wording, this was left to the magistrate's discretion and, if he ordered payment of vacation pay, the money was to be paid directly to the employee. The Goldenberg Commission recommended this change in the Act, pointing out that a fine did not serve as a deterrent as far as the irresponsible employer was concerned.

Another amendment, which also stemmed from the Goldenberg Report, gave the Board authority to order an employer to post notices in a conspicuous place for the information of his employees.

Hours, Weekly Rest, Public Holidays

In Manitoba, amendments to the Employment Standards Act strengthened the weekly rest, hours and public holidays provisions.

The weekly rest provisions, which previously applied only in the industrial areas of Manitoba, were extended to cover all parts of the province.

Exemptions from the weekly rest-day rule are again permitted, with some changes in the conditions imposed. A plant may now be exempted indefinitely or for any period fixed by the Minister, whereas previously the maximum period of exemption was one year. Also, a wider variety of conditions under which a permit of exemption may be issued, at the Minister's discretion, is now set out in the Act. Another amendment empowered the Minister to exempt an undertaking on the joint application of the employer and the bargaining agent certified for all employees in the plant.

An employee in an exempted plant is now entitled to an additional holiday without pay for every rest period he would have been granted, except for the permit, and on which he works. The amended Act further provides that these days may be accumulated.

The hours provisions, which require the payment of time and one-half the regular rate after 8 and 48 hours (44 for women), were extended to cover the Local Government District of Mystery Lake, which includes Thompson, where the plant of the International Nickel Company is located.

Another Manitoba amendment provides that the compensatory time off with pay allowed to certain classes of employees instead of overtime pay for work on a general holiday must now be granted within 30 days of the holiday, unless another date is fixed at the employee's request. As before, this provision covers workers in a continuously operating plant, a seasonal industry, amusement place, service station, hospital, hotel or restaurant and domestic servants.

Amendments to the Saskatchewan Minimum Wage Act made minor changes in the sections dealing with holidays and penalties. Under the Act, by agreement between an employer and a trade union representing a majority of the employees in a bargaining unit, another working day may be substituted for any of the eight public holidays to which employees are entitled and for which they must be paid a premium rate if required to work. A new provision permits the Minister to approve a similar substitution in workplaces where there is no union, if he is satisfied that the employer and a majority of the employees are in favour of the change.

(Continued on page 1057)

Latest Labour Statistics

(Latest available statistics at September 14, 1962)

Principal Items	Date	Amount	Percentage Change From	
			Previous Month	Previous Year
Manpower				
Total civilian labour force (a) (000)	August	6,862	− 0.2	+ 2.4
Employed (000)	August	6,582	+ 0.2	+ 3.1
Agriculture (000)	August	797	+ 6.8	− 0.8
Non-agriculture (000)	August	5,785	− 0.7	+ 3.7
Paid Workers (000)	August	5,355	− 0.1	+ 4.0
At work 35 hours or more (000)	August	5,293	+ 3.0	+ 2.0
At work less than 35 hours (000)	August	597	+ 2.9	+ 10.8
Employed but not at work (000)	August	692	− 18.4	+ 5.8
Unemployed (000)	August	280	− 9.1	− 13.3
Atlantic (000)	August	40	− 13.1	− 4.8
Quebec (000)	August	96	− 11.9	− 17.3
Ontario (000)	August	91	− 3.2	− 4.2
Prairie (000)	August	22	− 15.4	− 31.3
Pacific (000)	August	31	− 6.1	− 18.4
Without work and seeking work (000)	August	263	− 9.9	− 12.6
On temporary layoff up to 30 days (000)	August	17	+ 6.3	− 22.7
Industrial employment (1949 = 100)	June	124.8	+ 2.9	+ 2.9
Manufacturing employment (1949 = 100)	June	116.2	+ 2.2	+ 4.5
Immigration	1st 6 mos. 1962	34,061	—	− 7.4
Destined to the labour force	1st 6 mos. 1962	17,214	—	− 6.9
Strikes and Lockouts				
Strikes and lockouts	August	54	+ 14.9	+ 14.9
No. of workers involved	August	11,531	− 31.3	+ 42.9
Duration in man-days	August	74,540	− 44.3	+ 15.4
Earnings and Income				
Average weekly wages and salaries (ind. comp.)	June	$81.04	+ 0.3	+ 3.2
Average hourly earnings (mfg.)	June	$1.88	− 0.5	+ 2.7
Average hours worked per week (mfg.)	June	41.1	+ 0.2	+ 0.2
Average weekly wages (mfg.)	June	$77.50	0.0	+ 3.3
Consumer price index (1949 = 100)	August	131.4	+ 0.3	+ 1.8
Index numbers of weekly wages in 1949 dollars (1949 = 100)	June	141.7	− 0.4	+ 1.7
Total labour income $000,000	June	1,725	+ 2.9	+ 5.9
Industrial Production				
Total (average 1949 = 100)	July	182.5	− 6.4	+ 9.2
Manufacturing	July	163.0	− 7.6	+ 9.0
Durables	July	164.1	− 8.8	+ 14.6
Non-durables	July	162.1	− 6.4	+ 4.5

(a) Distribution of these figures between male and female workers can be obtained from *Labour Force*, a monthly publication of the Dominion Bureau of Statistics. These figures are the result of a monthly survey conducted by the Dominion Bureau of Statistics for the purpose of providing estimates of the employment characteristics of the civilian non-institutional population of working age. (More than 35,000 households chosen by area sampling methods in approximately 170 different areas in Canada are visited each month.) The civilian labour force is that portion of the civilian non-institutional population 14 years of age and over that was employed or unemployed during the survey week.

Employment and Unemployment, August

An estimated 6,582,000 persons were employed in August, only slightly more than in July but 3.1 per cent higher than in August 1961.

Unemployment declined by 28,000 to 280,000, a considerable drop for this time of year. The decrease in unemployment was concentrated among teenagers, who had entered the job market in unusually large numbers in June and July.

The August unemployment total was 4.1 per cent of the labour force. A year earlier the rate was 4.8 per cent, and in August 1960 it was 5.3 per cent. In all regions, unemployment rates were lower than last year.

The estimated labour force* in August —6,862,000—was 158,000 higher than a year earlier. Employment was 201,000 higher and unemployment 43,000 lower than in August 1961.

Employment

Employment in agriculture increased substantially between July and August after showing a smaller-than-seasonal rise in the previous month. A significant part of the increase was among young people who were working on family farms during the school vacation.

In most non-farm industries, employment changes were in line with seasonal patterns. In total, non-farm employment declined slightly more than seasonally during the month.

The increase in total employment over the year-earlier figure was 201,000, or 3.1 per cent. In non-agricultural industries, the increase was 3.7 per cent. The largest part of the advance was in service and manufacturing. Construction employment was 5.6 per cent higher than a year earlier.

Women's employment* has shown a strong advance in recent months, largely because of a renewed upturn in service-producing industries. In August women accounted for half of the year-to-year increase in employment, as opposed to only one-fifth in May.

Employment was considerably higher than a year ago in all regions. Gains ranged from 1.8 per cent in Ontario to 4.8 per cent in Quebec and British Columbia. Activity was reported at high levels in virtually all manufacturing industries in Quebec, and in the wood products and mining industries of British Columbia.

Unemployment

In contrast to the rise that usually occurs at this time, the number of unemployed decreased by 28,000 to 280,000 during the month.† This decline followed a less-than-seasonal drop between May and July.

Virtually all of the change from July to August was in the 14- to 19-year age group.

The August unemployment estimate, 280,000, was 43,000 lower than a year ago. The total included 229,000 unemployed men (down 38,000 over the year) and 51,000 unemployed women.

Of the unemployed in August, 263,000 were without work and seeking work and 17,000 on temporary lay-off.

Of the total unemployed, 191,000, or about two-thirds, had been unemployed for three months or less. An estimated 31,000 had been seeking work from four to six months, and 58,000 for more than six months. In relation to a year ago, the largest proportional decreases were among those unemployed for periods longer than three months.

* *See* Table A-1, p. 1076.

* *See* Table A-2, p. 1077.

† *See* Table A-3, p. 1077.

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance		Labour Shortage	
	1		2		3		4	
	August 1962	August 1961	August 1962	August 1961	August 1962	August 1961	August 1962	August 1961
Metropolitan	.....	.....	4	5	8	7	.....	.....
Major Industrial	2	1	14	18	10	7	.....	.....
Major Agricultural	.....	.....	.....	2	13	12	1	.....
Minor	1	1	10	10	45	47	2	.....
Total	3	2	28	35	76	73	3	.....

CLASSIFICATION OF LABOUR MARKET AREAS—AUGUST

	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)		Quebec-Levis St. John's Vancouver-New Westminster →WINDSOR-LEAMINGTON	Calgary Edmonton Halifax Hamilton Montreal Ottawa-Hull Toronto Winnipeg	
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agricultural activity)	Lac St. Jean Oshawa	Corner Brook Cornwall Farnham-Granby Joliette Moncton New Glasgow Niagara Peninsula Peterborough Rouyn-Val d'Or Saint John Shawinigan Sherbrooke Sydney Trois-Rivières	→BRANTFORD Fort William-Port Arthur Guelph →KINGSTON Kitchener London Sarnia Sudbury Timmins-Kirkland Lake Victoria	
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more agricultural)			Barrie Brandon Charlottetown →CHATHAM Lethbridge Moose Jaw Prince Albert Red Deer Regina →RIVIERE DU LOUP Saskatoon →THETFORD-MEGANTIC & ST. GEORGES Yorkton	→NORTH BATTLEFORD
MINOR AREAS (labour force 10,000 to 25,000)	WOODSTOCK, N.B. ←	Campbellton Dawson Creek Fredericton Gaspe GRAND FALLS ← Lindsay Newcastle Prince George-Quesnel Rimouski Valleyfield	Bathurst →BEAUHARNOIS Belleville-Trenton Bracebridge Brampton Bridgewater →CENTRAL VANCOUVER ISLAND Chilliwack Cranbrook Dauphin Drumheller →DRUMMONDVILLE →EDMUNDSTON Galt Goderich Kamloops Kentville Lachute-Ste. Therese Listowel Medicine Hat Montmagny North Bay →OKANAGAN VALLEY Owen Sound Pembroke Portage la Prairie Prince Rupert →QUEBEC NORTH SHORE →STE AGATHE-ST. JEROME St. Hyacinthe →ST. JEAN St. Stephen St. Thomas Sault Ste Marie Simcoe Sorel →SUMMERSIDE Stratford Swift Current	→KITIMAT →WEYBURN
		Group 3 (Cont.) Trail-Nelson Truro Victoriaville Walkerton Woodstock-Tillsonburg Yarmouth		

→The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 642, June issue.

Rehabilitation and Sheltered Employment

Study of provincial and community sheltered employment needs and facilities has been made during past year. Conference next month will assess national situation and plan program to develop facilities to meet need shown by study

For the past year federal and provincial government officials responsible for the administration and provision of vocational rehabilitation services have been collaborating with national and provincial voluntary organizations in a study of provincial and local needs for sheltered employment facilities. The role of existing services in the vocational rehabilitation of seriously disabled persons; community needs for sheltered employment for the disabled, the aged, and other groups; and the ability of existing facilities to meet the needs of the present and the future have all been under review.

A national survey on sheltered workshops and vocational adjustment centres a few years ago showed 24 sheltered workshops employing an average of 1,200 persons a month. This is exclusive of the vocational workshops of the Canadian National Institute for the Blind. Fifty percent of those employed were considered to be terminal cases, that is, persons who because of the severity of their disability would never be able to compete on the open labour market and would continue to require sheltered environment. The earnings of employees ranged from 33 cents to $1.20 an hour.

The survey also showed that over one third of those employed found their own way to the shop. Of those who eventually found employment in industry, over one half did so through their own initiative. The survey also revealed a need for closer collaboration between the workshop and other rehabilitation services providing assessment, evaluation, medical, psychological, social and vocational information.

During the past year local and provincial organizations have been carrying out an intensive study of their own facilities and needs. This is preliminary to a conference to be held in October to assess the whole situation of sheltered employment in Canada and plan a program to develop adequate facilities to meet the needs revealed by these studies.

The federal Government, as part of its contribution to the conference, will provide the services of a specialist in the field of sheltered employment from the United Kingdom. After consultation with the British Ministry of Labour, A. E. R. Bruce, Principal and Secretary of the Queen Elizabeth Training College for the Disabled, was asked to undertake this responsibility and has agreed to do so.

He will provide information on existing services in the United Kingdom and his knowledge and judgments, backed by his years of experience, will be available for counselling and guidance in the deliberations of the conference.

The studies during the year and the discussions at this conference are expected to clarify the role and contribution of government and voluntary agencies and chart the course for the future of sheltered employment in Canada.

Sheltered Workshops in Saskatchewan

The Saskatchewan Council for Crippled Children and Adults operates sheltered workshops in Saskatoon and Regina. In Saskatoon there is a woodworking shop, a sewing shop and a ceramics manufacturing shop. The main activity of the Regina shop is repairing and re-binding of books. Some subcontract work is carried on in both shops.

The shop in Regina gives employment to 14 persons at present, the Saskatoon workshop to 30 men and women.

Joint Effort Aids Disabled in Halifax

The Junior League of Halifax and the Polio Foundation March-of-Dimes are co-sponsors of a sheltered workshop program in Halifax known as New Leaf Enterprises. Business firms, organizations and clubs have equipped this workshop.

The manager of New Leaf Enterprises is a handicapped person who, stricken by polio at the age of nine, is confined to a wheel chair.

The varied activities of the workshop provide opportunity for disabled persons to adjust or readjust to the demands of the labour market while receiving training in good work habits and skills. Twelve disabled persons have "graduated" from the workshop since it opened in May 1960 and are now employed.

Vocational Training for Older Workers

Older Worker Training Program of the Arkansas Department of Labor trains "over-45" job applicants, those whose skills have become obsolete and those lacking full physical vigour. Jobs have been found for 90 per cent of trainees

Since 1957 in Arkansas, "over-45" job applicants have been successfully trained for suitable employment.

The state's Older Worker Training Program has also helped those whose skills have become obsolete or who are without the fullest physical vigour. It has enabled mature workers to meet the needs of a changing economy. The program is administered through the Arkansas Department of Labor, but represents the joint efforts of several agencies to train and place people in new jobs.

The program was predicated on the belief that older people can learn—or relearn—the skills of an occupation or trade. Experience had shown, however, that time-honoured methods of training for traditional jobs were not always suitable for older persons. Ingenuity, imagination and flexibility were found necessary in designing training techniques that would fit in with the skills and interests of the trainees. The happy outcome—suitable employment for 90 per cent of those trained—has been the ultimate test both of older workers' potential and the use of imaginative methods.

Any person, regardless of sex, race or creed, 45 or older, who encounters difficulty in obtaining or holding a job on account of age is considered eligible to enrol in the program. Courses are available to both men and women and many trainees have been more than 70 years of age. Some applicants have been under 45.

Whether to accept applicants under the minimum age of 45 has posed a problem for the administrators of the program. Although no fixed rule has been established, the usual procedure has been to accept the younger applicants if the class of his or her choice has no more than 10 to 15 students. In addition "under minimum age" applicants must be difficult to place in employment because of physical handicaps or lack of skills. In any case, the number of students in a particular course is held down to 20 as an ideal limit.

With the exception of fees for instruction in commercial training courses, no payments are required of students. Diplomas are issued and job placements are made without charge.

Any community in Arkansas with a need for workers and some prospect of making use of the potential of older workers may set up a training program through the local Employment Security Division office. In such communities, vocational education courses, with a minimum enrolment of 10 and a maximum of 20 trainees, can be offered by district public schools.

These courses do not become an established part of the school's curriculum. Instead, they are tailored to the older trainee's interests and abilities as they relate to the existing employment opportunities in the locality.

Before starting training, trainees are given counselling and testing to reveal learning ability and aptitude. The counselling helps to guide them to the right courses for exploiting their capacities to the fullest extent.

In the course of training the older person starts to learn job skills—some rusty from disuse, some brand new, but all profitable and practical. Each course becomes a workshop for practising the fundamental techniques of the new occupation under the guidance of an expert in the field. In-service training aimed at increasing the skills of older people who are working is also encouraged.

Courses have been offered for positions in skilled trades or crafts; industrial selling, retailing or service jobs; practical nursing and home care; and companion service, to mention only a few. The most popular courses among women have been those in home care, home management and home companion service. Male applicants have shown preference for salesmanship courses in preparation for sales clerk positions. This training is directed toward developing a part-time, seasonal labour force, but many of its graduates subsequently secure permanent employment.

The program is constantly on the search for new fields of training. For example, a meeting was held with Hotel, Motel and Restaurant Association representatives. The representatives were asked for what jobs they would be willing to hire older workers. From their suggestions the following list of possible courses was made: hostess, cashier, housekeeper, elevator operator, switchboard operator, room clerk, auditor, waitress, bus boy and watchman.

Working Women in Italy

Gainfully employed women in Italy number 5¾ million, almost 27 per cent of the total labour force. About one quarter of all women over 15 years work for pay

In Italy there are 5,771,000 gainfully employed women, about 27 per cent of the total labour force. Of all women and girls over 15 years of age in the total population, about one-quarter work for pay.

Where they work—The largest number, more than two million, are employed in the service industries: 833,000 in business and commercial services, 657,000 in social welfare, 453,000 in public administration, which includes teachers, and 94,000 in miscellaneous services, including banking, insurance, finance, transport and communications.

Although 1,775,000 women are engaged in manufacturing, the proportion of women in industry has fallen steadily since the war. Large numbers, however, still work in textiles, garment making, tobacco, printing, papermaking, rubber, electrical apparatus and chemicals and pharmaceuticals. Agriculture employs almost two million women.

Their ages—The largest number of working women, one and a half million, are found in the 20 to 30 age group; more than one million are under 20 years of age. The numbers of mature women in employment are growing, however: 1,273,000 between 30 and 40; almost one million between 40 and 50; 720,000 between 50 and 60, and 333,000 who are past 60.

Protection for married women—The Italian Constitution of 1947 states: "The conditions of work shall be such as to permit [the woman worker] to fulfil her essential family functions and shall provide special and adequate protection for mother and child." Accordingly, legislation of 1950 forbids dismissal of expectant mothers and prohibits a pregnant woman from working during a period ranging from two to three months before confinement, depending on the type of work, until eight weeks after the birth of the child.

During the leave period she is entitled, if she is insured, to 80 per cent of her salary from the social insurance fund. If she is not insured the employer must pay this amount himself.

Until it is a year old, a working mother must be given two rest periods a day to feed her child. Every employer who has at least 30 women under 50 years of age in his establishment is required to provide a nursing room on the premises.

The labour inspectorate may require the employer to provide a creche for his women employees' children under the age of three. Employers are also encouraged to co-operate in equipping and running creches. If it is more feasible for women workers to use the services of creches run by voluntary welfare organizations, the employer may be required to contribute to their upkeep.

The high cost of legal protection for the working mother resulting from these regulations has tended to restrict the employment of women.

Part-time work as a means of helping women combine employment with family responsibilities is not well developed in Italy except in the textile industry and in domestic service. Part-time work in schools and hospitals is much sought after but the demand for it far exceeds the employment opportunities. Government officers and being studied by government officers and representatives of trade unions and women's organizations are studying the situation.

Their wages—Italy ratified the ILO Convention on equal pay for equal work in 1956 but already the Constitution of 1947 had adopted the principle. Equal pay is now in effect for employees of both the central and local governments. Wages of most industrial workers, however, are fixed by collective agreement.

In line with the requirements of the European Economic Community, the Ministry of Labour has been active in promoting the equal pay principle. In 1957, just after the Rome Treaty had been promulgated, it requested employers and trade unions to make every effort to negotiate agreements that would reduce the differential between men's and women's wages. Since 1960 a growing number of collective agreements have respected the equal pay principle. Others provide for the reduction of differences in remuneration and the attainment of equality by periodic increases.

Their participation in unions—About 20 per cent of the total trade-union membership in Italy is made up of women. The Italian federation of trade unions (CISL), in its trade union education program, organizes courses for men, courses for women and mixed courses at which approximately 30 per cent of the members are women. The federation is actively trying to attract more women members.

COLLECTIVE BARGAINING REVIEW

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

Part I—Agreements Expiring During September, October and November

(except those under negotiation in August)

Company and Location	Union
Alta. Govt. Telephones	I.B.E.W. (AFL-CIO/CLC) (plant empl.)
B.C. Hydro & Power Authority	I.B.E.W. (AFL-CIO/CLC)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (clerical empl.)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (communication salesmen)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (plant dept.)
Bell Telephone, Que. & Ont.	Traffic Empl. (Ind.) (traffic)
Canadian Kodak, Mount Dennis, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Christie, Brown, Toronto, Ont.	Bakery Wkrs. (CLC)
Council of Printing Industries, Toronto, Ont.	Printing Pressmen (AFL-CIO/CLC)
DeHavilland Aircraft, Toronto, Ont.	Auto Wkrs. (AFL-CIO/CLC) (clerical empl.)
Dryden Paper, Dryden, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Great Western Garment, Edmonton, Alta.	United Garment Wkrs. (AFL-CIO/CLC)
Iron Ore of Can., Schefferville, Que.	Steelworkers (AFL-CIO/CLC)
Manitoba Rolling Mill, Selkirk, Man.	Steelworkers (AFL-CIO/CLC)
Marathon Corp., Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Maritime Tel. & Tel., company-wide	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
Montreal City, Que.	CNTU-chartered local (inside empl.)
Montreal City, Que.	Fire Fighters (AFL-CIO/CLC)
Montreal City, Que.	Public Service Empl. (CLC) (outside empl.)
Northern Electric (western region), Toronto, Ont.	Communications Wkrs. (AFL-CIO/CLC) (shop, warehouse & installation empl.)
Northern Forest Products, Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
St. Lawrence Corp., East Angus, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Sask. Government	Sask. Civil Service (Ind.) (classified services)
Sask. Govt. Telephone	Communications Wkrs. (AFL-CIO/CLC)
Shell Oil, Montreal East, Que.	Empl. Council (Ind.)
Thompson Products, St. Catharines, Ont.	Empl. Assn. (Ind.)

Part II—Negotiations in Progress During August

Bargaining

Company and Location	Union
Abitibi Power & Paper, Northern Ontario	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Asbestos Corp. & others, Thetford Mines, Que.	Mining Empl. Federation (CNTU)
Bata Shoe, Batawa, Ont.	Boot & Shoe Wkrs. (AFL-CIO/CLC)
B.C. Hydro & Power Authority	Street Railway Empl. (AFL-CIO/CLC)
Breweries (various), Winnipeg, Man.	Brewery Wkrs. (AFL-CIO/CLC)
Canadair, St. Laurent, Que.	Machinists (AFL-CIO/CLC)
Can. & Dom. Sugar, Montreal, Que.	Bakery Wkrs. (CLC)
Cdn. National Nfld. Steamship Service (CNR)	Railway, Transport & General Wkrs. (CLC)
Clothing Mfrs. Assn., Farnham, Quebec & Victoriaville, Que.	Clothing Wkrs. Federation (CNTU)
Consolidated Paper, Grand'Mere, Que.	Paper Makers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Les Escoumins, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Port Alfred, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Ste-Anne de Portneuf, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consumers' Gas, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Continental Can, Chatham, Toronto, Ont. & Vancouver, B.C.	Steelworkers (AFL-CIO/CLC)
David & Frere, Montreal, Que.	Empl. Assn. (Ind.)
Dom. Bridge, Lachine & Longue Pointe, Que.	Steelworkers (AFL-CIO/CLC)
Dom. Steel & Coal (Cdn. Bridge), Walkerville, Ont.	Steelworkers (AFL-CIO/CLC)
Dom. Steel & Coal, Sydney, N.S.	Steelworkers (AFL-CIO/CLC)

This review is prepared by the Collective Bargaining Section, Labour-Management Division, of the Economics and Research Branch.

Company and Location	Union
Dow Brewery, Montreal & Quebec, Que.	Brewery Wkrs. (AFL-CIO/CLC)
Duplate Canada, Oshawa, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Eastern Can. Stevedoring, Halifax, N.S.	Railway Clerks (AFL-CIO/CLC)
Edmonton City, Alta.	Public Empl. (CLC) (clerical empl.)
General Steel Wares & Easy Washing Machine, London, Toronto, Ont. & Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Glove Mfrs. Assn., Loretteville, Montreal, St. Raymond & St. Tite, Que.	Clothing Wkrs. Federation (CNTU)
Great Lakes Paper, Fort William, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Hotel Chateau Frontenac, (CPR), Quebec, Que.	Railway, Transport & General Wkrs. (CLC)
Hotel Chateau Laurier, (CNR), Ottawa, Ont.	Railway, Transport & General Wkrs. (CLC)
Hotel Empress, (CPR), Victoria, B.C.	Railway, Transport & General Wkrs. (CLC)
Hotel Vancouver, Vancouver, B.C.	Railway, Transport & General Wkrs. (CLC)
International Harvester, Chatham, Ont.	Auto Wkrs. (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Kimberly-Clark & Spruce Falls Paper, Kapuskasing & Longlac, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Men's Clothing Mfrs. Assn., Toronto, Ont.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
John Murdock, St. Raymond, Que.	Bush Wkrs., Farmers' Union (Ind.)
National Harbours Board, Montreal, Que.	Railway Clerks (AFL-CIO/CLC)
New Brunswick Telephone	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
Outboard Marine, Peterborough, Ont.	Steelworkers (AFL-CIO/CLC)
Price Bros., Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)
St. Lawrence Corp., Nipigon, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
St. Raymond Paper, Desbiens & St. Raymond, Que.	Bush Wkrs., Farmers' Union (Ind.)
Sask. Power Corp.	Oil Wkrs. (AFL-CIO/CLC)
TCA, Canada-wide	Machinists (AFL-CIO/CLC)
Toronto Star, Toronto, Ont.	Newspaper Guild (AFL-CIO/CLC)
University of Sask., Saskatoon, Sask.	CLC-chartered local

Conciliation Officer

B.C. Shipping Federation, various ports	Longshoremen & Warehousemen (CLC)
Bldg. mtce. & window cleaning contractors, Vancouver, B.C.	Bldg. Service Empl. (AFL-CIO/CLC)
Can. Iron Foundries, Three Rivers, Que.	Moulders (AFL-CIO/CLC)
Cdn. Acme Screw & Gear, Monroe Acme & Galt Machine, Toronto, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Cdn. Car, Fort William, Ont.	Auto Wkrs. (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC)
Motor Trans. Ind. Relations Bureau, (north. general freight), Ont.	Teamsters (Ind.)
Price Bros., Dolbeau, Kenogami & Shipshaw, Que.	Bush Wkrs., Farmers' Union (Ind.)

Conciliation Board

Acme, Borden's & other dairies, Toronto, Ont.	Teamsters (Ind.)
CPR, System-wide	Trainmen (AFL-CIO/CLC)
DuPont of Can., Kingston, Ont.	Mine Wkrs. (Ind.)
International Nickel, Port Colborne, Ont.	Steelworkers (AFL-CIO/CLC)
Okanagan Shippers' Assn., Okanagan Valley, B.C.	CLC-chartered local
Phillips Electrical, Brockville, Ont.	I.U.E. (AFL-CIO/CLC)
Power Super Markets, Hamilton, Oshawa & Toronto, Ont.	Butcher Workmen (AFL-CIO/CLC)
Safeway, Shop-Easy & others, Victoria, Vancouver & New Westminster, B.C.	Butcher Workmen (AFL-CIO/CLC)
Toronto Metro. Municipality, Ont.	Public Empl. (CLC) (inside empl.)

Post-Conciliation Bargaining

Building material suppliers, Vancouver & Fraser Valley, B.C.	Teamsters (Ind.)
Dom. Rubber (Tire Div.), Kitchener, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Garment Mfrs. Assn., Winnipeg, Man.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Noranda Mines, Noranda, Que.	Steelworkers (AFL-CIO/CLC)
Normetal Mining, Normetal, Que.	Steelworkers (AFL-CIO/CLC)
Quemont Mining, Noranda, Que.	Steelworkers (AFL-CIO/CLC)

Arbitration

Assn. Patronale des Services Hospitaliers, (5 hospitals), Drummondville & other points, Que.	Service Empl. Federation (CNTU)
Hospitals (11), Montreal & District, Que.	Service Empl. Federation (CNTU)
Montreal General Hospital, Montreal, Que.	Service Empl. Federation (CNTU)
Ottawa Civic Hospital, Ottawa, Ont.	Public Empl. (CLC)
Quebec City, Que.	Municipal & School Empl. Federation (Ind.) (inside empl.)

Company and Location	Union
Quebec City, Que.	Municipal & School Empl. Federation (Ind.) (outside empl.)

Work Stoppage

Dominion Glass, Hamilton, Ont.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Dominion Glass, Montreal, Que.	Glass & Ceramic Wkrs. (AFL-CIO/CLC)
Que. Iron & Titanium, Sorel, Que.	Metal Trades Federation (CNTU)
Shawinigan Chemicals, Shawinigan, Que.	CNTU-chartered local

Part III—Settlements Reached During August 1962

(A summary of major terms on the basis of information immediately available. Figures on the number of employees covered are approximate.)

ANGLO-NFLD. DEVELOPMENT, GRAND FALLS, NFLD.—PAPER MAKERS (AFL-CIO/CLC), PULP AND PAPER MILL WKRS. (AFL-CIO/CLC) & OTHERS: 2-yr. agreement covering 1,730 empl.—wage increases of 3¢ an hr. retroactive to June 1, 1962 and 4¢ an hr. eff. June 1, 1963; 4 wks. vacation after 20 yrs. of service (formerly after 25 yrs.); labourer's rate after June 1, 1963 will be $2.14 an hr.

ASSOCIATED CLOTHING MFRS., MONTREAL, QUE.—AMALGAMATED CLOTHING WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 5,500 empl.—wage increases of 3½% eff. Dec. 15, 1962 plus 3% eff. July 1, 1963; 7 paid holidays (formerly 6); eff. Dec. 15, 1962, employers will contribute 2½% of employees wages (formerly 2%) to Amalgamated Clothing Wkrs. Insurance Fund; termination pay of 4% of wages after 3 yrs. of service at the same plant or, in case of illness, after 1 yr. of service.

BREWERS' WAREHOUSING, PROVINCE-WIDE, ONT.—BREWERY WKRS. (AFL-CIO/CLC): 3-yr. agreement covering 1,100 empl.—wage increases of 6¢ an hr. retroactive to Jan. 1, 1962, 8¢ an hr. eff. Jan. 1, 1963 plus 8¢ an hr. eff. Jan. 1, 1964 (hourly wage increases for mechanics to be 12¢, 10¢ and 9¢); guaranteed weekly wage of $45 in 1962, $46 in 1963 and of $47 in 1964 for single empl. ($55, $56 and $57 for married empl.) payable for 10 to 52 wks., depending on length of service; P.S.I. and Ontario Hospital Insurance premiums to be paid by the company for empl. and future pensioners; weekly sickness and accident indemnity increased to $60 (formerly $45.50); driver's wage after Jan. 1, 1964 will be $106.15 a wk.

CAN. WIRE & CABLE, LEASIDE, ONT.—U.E. (IND.): 2-yr. agreement covering 1,000 empl.—terms of settlement not immediately available.

CDN. CELANESE, SOREL, QUE.—TEXTILE WKRS. UNION (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—settlement pay of $20 for empl. with less than 8 months of service, $30 for empl. with 8 to 12 months of service and of $40 for empl. with more than 1 yr. of service; wage increases of 7¢ an hr. eff. July 1, 1962 and 5¢ an hr. eff. July 1, 1963 (skilled trades to receive an additional 5¢ an hr. on each of these dates); inequity adjustments of 2¢ to 8¢ an hr.; increases in vacation pay; modified Rand formula adopted for the first yr. of the agreement (previously voluntary irrevocable check-off) to be followed by the Rand formula in the second yr.; company and union will arrange a new group insurance plan.

CNR, CPR, & OTHER RAILWAYS—15 UNIONS (NON-OPERATING EMP.): 2-yr. agreement covering 110,000 empl.—wage increases of 1% eff. March 1, 1962 and Oct. 1, 1962 and of 2¢ an hr. eff. Jan. 1 and July 1, 1963; commencing Jan. 1, 1963, jointly administered fund providing for severance pay, supplementary unemployment benefits and the retraining and re-allocation of empl. to be established with each company contributing 1¢ per hr. worked by all empl. covered by agreements on and after this date.

CONSUMERS GLASS, VILLE ST. PIERRE, QUE.—GLASS BOTTLE BLOWERS (AFL-CIO/CLC): 2-yr. agreement covering 750 empl.—wage increases of 3% eff. Aug. 23, 1962 plus 2% eff. Nov. 1, 1963; evening and night shift premiums to be increased in 1963 to 7¢ and 9¢ respectively from 6¢ and 8¢; 3 wks. vacation after 10 yrs. of service (formerly after 15 yrs.); company contribution to medical and health insurance plan increased to 6¢ per hr. worked by each participating empl. (formerly 2½¢); medical and health insurance premiums to be fully paid by the company in 1963; labourer's rate after Nov. 1, 1963 will be $1.71 an hr.

COURTAULDS CANADA, CORNWALL, ONT.—TEXTILE WKRS. UNION (AFL-CIO/CLC): 2-yr. agreement covering 1,350 empl.—wage increases of 5¢ an hr. eff. July 1, 1962 and July 1, 1963 (tradesmen to receive 6¢ an hr. additional on July 1, 1962 and 3¢ an hr. additional July 1, 1963); P.S.I. Blue Plan supersedes P.S.I. Brown Plan, company paying total premiums; labourer's rate after July 1, 1963 will be $1.85 an hr.

DAIRIES (VARIOUS), VANCOUVER & NEW WESTMINSTER, B.C.—TEAMSTERS (IND.): 1-yr. agreement covering 850 empl.—no change in wages; 4 wks. vacation after 15 yrs. of service (formerly after 20 yrs.); severance pay plan instituted for wkrs. displaced by the elimination of job processes and changes in equipment or methods—to qualify, empl. must have 5 yrs. of service and be 35 yrs. of age; benefits will be 2 wks. pay for each yr. of service commencing with sixth yr. of service (maximum 20 wks. pay).

DOM. ENGINEERING WORKS, LACHINE, QUE.—MACHINISTS (AFL-CIO/CLC): 2-yr. agreement covering 1,000 empl.—settlement pay of $23; wage increases of 8¢ an hr. eff. Aug. 7, 1962 and 5¢ an hr. eff. March 27, 1963; holidays falling on Sunday to be observed Monday and holidays occurring on Saturday to be observed Monday or Friday; 3 wks. plus 1 to 4 days' vacation after 25 to 28 yrs. of service (previous maximum was 3 wks. after 15 yrs.) and 4 wks. vacation after 29 yrs. of service; weekly sickness and accident indemnities increased; voluntary irrevocable check-off for duration of contract with 1 mo. escape clause; union representation on job evaluation committee; labourer's rate after March 27, 1963 will be $1.68 an hr.

Dom. Structural Steel, Montreal, Que.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 500 empl.—settlement pay of $90; co-operative wage study adopted Sept. 3, 1962, setting standard Class 1 rate at $1.69 an hr. and establishing an increment of 5½¢; standard Class 1 rate will be $1.74 an hr. eff. Dec. 1, 1963 and $1.77 an hr. eff. June 1, 1964; shift premium increased to 10¢ (formerly 8¢) eff. Sept. 3, 1962; weekly hrs. of work reduced from 41¼ to 40 with maintenance of pay; 4 wks. vacation after 25 yrs. of service (previous maximum was 3 wks. after 15 yrs.); improvements in pension and health and sickness plans.

DuPont of Can. Maitland, Ont.—Chemical Wkrs. (AFL-CIO/CLC): 1-yr. agreement covering 650 empl.—general wage increase of 2.4% amounting to 4¢, 5¢ and 6¢ an hr. depending on classification; afternoon shift premium increased to 8¢ (formerly 7¢); night shift premium remains at 9¢; labourer's rate is $1.89 an hr.

Fisheries Assn., & Cold Storage Cos., B.C.—United Fishermen (Ind.) & Native Brotherhood (Ind.) (shore wkrs.): 1-yr. agreement covering 4,500 empl.—general wage increase of 4½%; casual male labourer's rate is $1.87 an hr. and female empl. base rate is $1.61 an hr.

Fisheries Assn., B.C.—United Fishermen (Ind.) (tendermen): 1-yr. agreement covering 600 empl.—general wage increase of 4½%; cook deckhand's salary is $335.75 a mo.

Hotels & taverns (various), Toronto, Ont.—Hotel Empl. (AFL-CIO/CLC) (beverage dispensers): 3-yr. agreement covering 750 empl.—wage increases of $1.50 a wk. eff. Aug. 1, 1962 and Feb. 1, 1964; 3 wks. vacation after 12 yrs. of service (previously no provision); fully-paid health and welfare plan (employers paid 50% previously); bartender's salary after Feb. 1, 1964 will be $77 a wk.

Howard Smith Paper, Cornwall, Ont.—Paper Makers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 1-yr. agreement covering 1,200 empl.—general wage increase of 2½%, raising wages by 5 to 8 cents an hr, retroactive to May 1, 1962; evening and night shift premiums increased to 6¢ and 11¢ (formerly 5¢ and 10¢) respectively; eff. with the implementation of 7-day operations, all hourly rates will be increased by an additional 5¢ an hr. and mechanical and electrical classification rates will be adjusted by an additional 10¢ an hr; 4 wks. vacation after 23 yrs. of service (formerly after 25 yrs.) eff. May 1, 1962; company contribution to Ontario Hospital Insurance, medical plan and weekly indemnity will be $6.50 a mo. for empl. with dependents and will continue to be $4.50 a mo. for single empl.; labourer's rate is $1.92 an hr.

Interior Forest Labour Relations Assn., Southern B.C.—Woodworkers (AFL-CIO/CLC): 2-yr. agreement covering 2,500 empl.—general wage increases of 6¢ an hr. eff. Sept. 1, 1962 and 4¢ an hr. eff. Sept. 1, 1963; general labourer's rate after Sept. 1, 1963 will be $1.89 an hr.

John Inglis, Toronto, Ont.—Steelworkers (AFL-CIO/CLC): 3-yr. agreement covering 1,450 empl.—settlement pay of $15 for empl. who have been continuously employed since April 1, 1962 and of 72¢ a wk. for empl. hired or recalled since April 1, 1962; wage increases ranging from 4¢ to 6¢ an hr. eff. Aug. 22, 1962 and further increases of 4¢ to 6¢ an hr. eff. Aug. 23, 1964; 3 wks. vacation after 12 yrs. of service (previously after 15 yrs.); P.S.I. supersedes previous medical plan, company paying additional cost up to a maximum of 2½¢ for each regular hr. worked; hospital, medical and life insurance and sickness and accident indemnity will continue to be contributory plans; S.U.B. plan adopted, company contributing 3¢ for each regular hr. worked; pension benefits for future service increased to $2.75 a mo. per yr. of service and benefits for past service continue to be $2.40 a mo.; vesting rights for empl. 40 yrs. of age who have 15 yrs. of service; labourer's rate after Aug. 23, 1964 will be $1.81 an hr.

Ottawa City, Ont.—Public Empl. (CLC): 2-yr. agreement covering 1,800 empl.—wage increases of 2% retroactive to Jan. 1, 1962, 2% eff. July 1, 1962 plus 3% eff. Jan. 1, 1963; shift premium increased to 10¢ (previously 6¢); weekly hrs. of work reduced from 42 to 40 for regular shift wkrs. and from 40 to 35 for outside office staff; 2 wks. plus 1 to 4 days' vacation for empl. with 11 to 14 yrs. of service (empl. continue to receive 3 wks. vacation after 15 yrs. of service); labourer's rate after Jan. 1, 1963 will be $1.73 an hr.

Que. North Shore Paper, Baie Comeau, Que.—Paper Makers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC): 1-yr. agreement covering 1,200 empl.—general wage increase of 5¢ an hr. retroactive to May 1, 1962; evening and night shift premiums increased to 7¢ and 10¢ (formerly 6¢ and 9¢) respectively eff. May 1, 1962; company to contribute $5 a mo. (formerly $4.50) to group medical and surgical insurance plan for married empl. and will continue to contribute $2.85 a mo. for single empl.; company will pay for 2 meals for empl. required to work 2 consecutive shifts; labourer's rate is $2.03 an hr.

Sask. Wheat Pool (Country Elevator Div.), Sask.—Sask. Wheat Pool Empl. (CLC) (operating empl.): 2-yr. agreement covering 980 empl.—wage increases of 3% the first yr. and 2% the second yr. of the agreement; new job evaluation plan adopted.

Sask. Wheat Pool (Country and Terminal Elevator Divs.), Ont. Man., Sask. & B.C.—Sask. Wheat Pool Empl. (CLC) (office empl.): 2-yr. agreement covering 500 empl.—salary increases of 3% the first yr. and 2% the second yr. of the agreement.

Steep Rock Mines, Steep Rock Lake, Ont.—Steelworkers (AFL-CIO/CLC): 1-yr. agreement covering 500 empl.—no wage changes; evening and night shift premiums increased to 7¢ and 9¢ (previously 5¢ and 7¢) respectively; 3 wks. vacation after 15 yrs. of service (previously no provision); group life insurance increased to $4,000 (formerly $3,000); weekly sickness and accident indemnity increased to $48.50 (formerly $38.50); new provision for 3 days' bereavement leave with pay; miner's rate is $2.78½ an hr.

TEAMWORK in INDUSTRY

Ten thousand persons were attracted to the recent four-day "Golden Anniversary Open House" held by Northwestern Creamery Ltd., Victoria, B.C., to mark the company's 50th year in business.

Assistant Manager Ian R. Fuller credited the success of the open house to the "terrific co-operation and teamwork" of the firm's 115 employees. Members of the company's labour-management committee assisted in planning the extensive tour arranged for visitors, and other employees acted as guides along the 22-stop route through the plant.

Commented Company President Frank Norton: "Without the whole-hearted effort of our employees it would have been impossible to receive the 10,000 visitors who attended our open house."

Speaking for the employees, members of Teamsters' Local 464, union shop steward Charles Lewis said: "We feel very proud to have had an important part in the success of our open house. After all, we employees *are* Northwestern Creamery, and all of us enjoyed celebrating this important event in our history."

* * *

The Labour-Management Advisory Committee of St. Vincent Hospital, Ottawa, listed 13 "completed achievements" in a recent annual report.

These included participation of a number of St. Vincent's graduate nurses on the committee; establishment of a new subcommittee to investigate employee accidents and recommend steps to eliminate them; revision of the hospital's manual on personnel policies; and the review of more than 60 suggestions submitted by employees on such topics as nursing, personnel services, cafeteria and canteen facilities, housekeeping, parking, insurance and pension plans.

The group also planned and staged a successful "open house" for the hospital's employees and their families.

* * *

Production and safety awards were presented during the recent labour-management and safety committees' joint annual banquet sponsored by the Vancouver, B.C., branch of Western Bridge Division, Canada Iron Foundries Ltd.

Lou Stefani of the warehouse department won the "best production" award for devising a new method of removing shot from a Wheelabrator. Bud Aubin of the assembly department received the "best safety" award for improving on the means of identifying tag lines on hand-operated cranes. Presentations were made by General Manager Ian Hamilton.

The plant's suggestion system, first proposed by the LMC, was reported to be "continuing to produce many worthwhile suggestions."

* * *

W. Stanford Reid, professor of history at McGill University, Montreal, declared recently that the Presbyterian Church should encourage co-operation between employers and employees.

"We will sabotage our economy if we continue to believe that the employee and the employer must fight each other," he said. "The Church must point out that continuous conflict does not conform with God's will."

* * *

During 1961, the 500 parks and recreation department employees of Calgary, Alta., worked 302,903 hours with only two disabling injuries.

Great progress has been made in the department's safety program over the past six years.

In 1956 the employees' accident frequency rate was 37.29. This has steadily improved to 6.52 for 1961. Frequency rate is the number of disabling injuries per million man-hours worked.

* * *

There were 1,785 entries in the Canadian National Railways' slogan contest emphasizing the importance of careful freight handling.

Charles Cutforth, an express porter at Winnipeg, won 1st prize of $150 with his entry: "Shipments Well Treated Mean Business Repeated."

Gerald McCulloch, a Montreal locomotive engineman, took 2nd prize with "Freight Is the Lifeblood of Your Railroad—Don't Spill It."

Third prize went to a Grand Trunk Western agent, Howard Corbett, at North Branch, Mich., for his breezy "Gently! Customer Inside."

Establishment of Labour-Management Committees is encouraged and assisted by the Labour-Management Co-operation Service, Industrial Relations Branch, Department of Labour. In addition to field representatives located in key industrial centres, who are available to help both managements and trade unions, the Service provides various aids in the form of booklets, posters and films.

INDUSTRIAL RELATIONS AND CONCILIATION

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for two days during July. The Board issued eight certificates designating bargaining agents and rejected one application for certification. It granted one application for revocation of certification, rejected one such application, and granted an application under Section 19 for a provision for the final settlement of differences concerning the meaning or violation of a collective agreement. During the month the Board received 14 applications for certification, one application for revocation of certification and allowed the withdrawal of one application for certification.

Applications for Certification Granted

1. International Longshoremen's and Warehousemen's Union, Local 501, on behalf of a unit of shedmen-drivers, shedmen and watchmen employed by Coastwise Pier Limited, Vancouver, B.C. (L.G., Aug., p. 949).

2. General Teamsters Union, Local 885 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of dockmen, seasonal dockmen and seasonal ticketmen employed by BlackBall Transport, Inc., and/or BlackBall Freight Service at or on the dock of the British Columbia Toll Authority in Victoria, B.C. (L.G., Aug., p. 950).

3. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW), on behalf of a unit of certain clerical and service employees engaged by the British Overseas Airways Corporation at the Toronto International Airport, Malton, Ont. (L.G., Aug., p. 950).

4. International Woodworkers of America, on behalf of a unit of employees of The Upper Ottawa Improvement Company, who are engaged in the towing of logs on the Ottawa River between La Cave, Que. and Ottawa, Ont. (L.G., Aug., p. 950).

5. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees in the photographic and news departments of the Western Ontario Broadcasting Co. Ltd., Windsor, Ont. (L.G., Aug., p. 951).

6. International Association of Machinists, on behalf of a unit of maintenance employees engaged by Eastern Provincial Airways, Limited, Gander, Nfld. (see "Applications for Certification Received," below).

7. United Packinghouse, Food and Allied Workers, on behalf of a unit of technicians employed by Robin Hood Flour Mills Limited in the laboratory department of the company's plant at Humberstone, Ont. (see "Applications for Certification Received," below).

8. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of janitors and maintenance men employed by the Central Mortgage and Housing Corporation at its St. Michel Terrace Housing Project at St. Michel, Que. (see "Applications for Certification Received," below).

Application for Certification Rejected

Syndicat National des Chauffeurs de Camion du Québec, applicant, Montreal Ottawa Express Limited, Montreal, Que., respondent, and Transport Drivers, Warehousemen and Helpers' Union, Local 106, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, intervener (L.G., Aug., p. 950). The application was rejected for the reason that, on the evidence, it was not supported by a majority of the employees affected.

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Application for Revocation Granted

The Board granted an application for revocation of certification affecting KLM Royal Dutch Airlines, applicant, and Canadian Air Line Dispatchers' Association, respondent (see "Application for Revocation of Certification Received," below).

Application for Revocation Rejected

The Board rejected an application for revocation of certification affecting P. G. Robertson, H. R. Douglas, *et al*, applicants, Trans-Canada Air Lines, Montreal, Que., respondent, and the International Association of Machinists, respondent (L.G., Aug., p. 951). The application, which affected a unit of employees engaged in the company's Planning Department at Montreal, Que., and Winnipeg, Man., was rejected for the reason that it was premature.

In making this decision, the Board was governed by the fact that its normal policy is that an application for decertification should not ordinarily be entertained until at least 12 months have elapsed following certification, which had not been the case in this instance. The Board also noted that during the eight months between the granting of certification and the date of the application for decertification, negotiations had been carried on and a collective agreement had been signed between the company and the certified bargaining agent, the International Association of Machinists.

Application under Section 19 of Act Granted

The Board granted an application for a provision for the final settlement of differences concerning the meaning or violation of a collective agreement between the National Association of Broadcast Employees and Technicians, applicant, and CJMS Radio Montreal Limitée, respondent (L.G., Aug., p. 951). The Board's decision

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board, in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents, the writing of provisions—for incorporation into collective agreements—fixing a procedure for the final settlement of disputes concerning the meaning or violation of such agreements and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported below under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board, and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's, Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the provinces of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

was made under Section 19 of the Industrial Relations and Disputes Investigation Act.

Applications for Certification Received

1. International Association of Machinists, on behalf of a unit of maintenance employees engaged by Eastern Provincial Airways, Limited, Gander, Nfld. (Investigating Officer: W. L. Taylor) (see "Applications for Certification Granted," above).

2. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a system-wide unit of employees of various manual and clerical classifications employed by the Canadian National Railways, Montreal, Que. (Investigating Officers: G. A. Lane and G. E. Plant).

3. United Packinghouse, Food and Allied Workers, on behalf of a unit of technicians employed by Robin Hood Flour Mills Limited in the laboratory department of the company's plant at Humberstone, Ont. (Investigating Officer: A. B. Whitfield) (see "Applications for Certification Granted," above).

4. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of janitors and maintenance men employed by Central Mortgage and Housing Corporation at its St. Michel Terrace Housing Project, St. Michel, Que. (Investigating Officer: R. L. Fournier) (see "Applications for Certification Granted," above).

5. Communications Workers of America, on behalf of a unit of berthing masters employed by The Toronto Harbour Commissioners, Toronto, Ont. (Investigating Officer: T. B. McRae).

6. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of mates and engineers employed by Northumberland Ferries Limited, Charlottetown, P.E.I. (Investigating Officer: D. T. Cochrane) (see "Applications for Certification Withdrawn," below).

7. International Longshoremen's and Warehousemen's Union, Local 501, on behalf of a unit of dock and warehouse men employed by The Packers Steamship Company Limited, Vancouver, B.C. (Investigating Officer: G. H. Purvis).

8. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees of Transcanada Communications Ltd. (CKCK-TV), Regina, Sask. (Investigating Officer: W. E. Sproule).

9. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees of Calgary Television Ltd. (CHCT-TV), Calgary, Alta. (Investigating Officer: D. S. Tysoe).

10. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of longshoremen employed by Henry A. Rogers, Bathurst, N.B. (Investigating Officer: H. R. Pettigrove).

11. National Harbours Board Police Association—Port of Saint John, on behalf of a unit of harbour policemen employed by the National Harbours Board, Saint John, N.B. (Investigating Officer: H. R. Pettigrove).

12. International Brotherhood of Electrical Workers, Local Union 344, on behalf of a unit of telephone operators employed by the British Columbia Telephone Company at its toll centre at Prince Rupert, B.C. (Investigating Officer: G. H. Purvis).

13. Building Service Employees' Union, Local 506, on behalf of a unit of building cleaners employed by Capitol Cleaners, Halifax International Airport, Kelly Lake, N.S. (Investigating Officer: D. T. Cochrane).

14. Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 514 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of truck drivers employed by Adby Construction and Transport Ltd., Edmonton, Alta. (Investigating Officer: D. S. Tysoe).

Application for Revocation Received

KLM Royal Dutch Airlines, Montreal, Que., applicant, and Canadian Air Line Dispatchers' Association, respondent. The application was for the revocation of the certification issued by the Board on December 13, 1957, to the Canadian Air Line Dispatchers' Association in respect of a unit of flight dispatchers employed by the company at the Montreal Airport (see "Application for Revocation of Certification Granted," above).

Application for Certification Withdrawn

Canadian Brotherhood of Railway, Transport and General Workers, applicant, and Northumberland Ferries Limited, Charlottetown, P.E.I., respondent (application received during the month).

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During July, the Minister of Labour appointed conciliation officers to deal with the following disputes:

1. Toronto, Hamilton and Buffalo Railway Company, Hamilton, Ont., and the Brotherhood of Locomotive Firemen and Enginemen (Conciliation Officer: F. J. Ainsborough).

2. Burrard Inlet Tunnel & Bridge Company, North Vancouver, B.C., and Building Service Employees' International Union, Local 244 (Conciliation Officer: D. S. Tysoe).

3. Shipping Federation of British Columbia, Vancouver, and Canadian Coast Negotiating Committee of the International Longshoremen's and Warehousemen's Union (Conciliation Officer: G. R. Currie).

4. Pacific Western Airlines Limited, Vancouver, and Pacific Western Airlines Traffic Employees Association (Conciliation Officer: D. S. Tysoe).

5. Canadian Pacific Air Lines, Limited, Vancouver, and Local 28 of the Hotel and Restaurant Employees' and Bartenders' International Union (Conciliation Officer: G. R. Currie).

Settlements Reported by Conciliation Officers

1. Millar & Brown Ltd., Cranbrook, B.C., and Locals 987, 181 and 605 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: D. S. Tysoe) (L.G., August, p. 951).

2. Vancouver Barge Transportation Limited and Canadian Merchant Service Guild, Inc. (Conciliation Officer: G. R. Currie) (L.G., July, p. 836).

3. Leamington Transport (Western) Limited, Leamington, Ont., and Local 949 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: T. B. McRae) (L.G., June, p. 655).

4. Civil Service Association of Canada (Quebec Harbour Police) and National Harbours Board (Conciliation Officer: C. E. Poirier) (L.G., June, p. 655).

Conciliation Board Fully Constituted

The Board of Conciliation and Investigation established in June to deal with a dispute between Sydney & Louisburg Railway Company, Glace Bay, N.S., and Lodge No. 684 of the Brotherhood of Railroad Trainmen (L.G., August, p. 973) was fully constituted in July with the appointment of His Honour Judge A. H. McKinnon of Antigonish, N.S., as Chairman. Judge McKinnon was appointed by the Minister in the absence of a joint recommendation from the other two members, Robert C. Sykes of Beaurepaire, Que., and J. L. Dubinsky, Q.C., of Halifax, who were previously appointed on the nomination of the company and union, respectively.

Conciliation Board Report Received

British Columbia Towboat Owners' Association, Vancouver, and Marine Engineers Local 425 of the Canadian Brotherhood of Railway, Transport and General Workers (L.G., July, p. 836). The text of the report is reproduced below.

Settlement after Strike after Board Procedure

Motor Transport Industrial Relations Bureau, (representing 47 companies within federal jurisdiction), Toronto, and Locals 879, 880 and 938 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (L.G., July, p. 837). Strike commenced May 29. Work resumed July 11.

Wage increases obtained by collective bargaining in the United States during the first half of 1962 have been smaller than in the corresponding period of last year or any other recent year, according to a survey by the Bureau of National Affairs. The median increase was 7.7 cents an hour, 0.6 cents less than in the first half of 1961 and 1.4 cents less than in the first half of 1960 and 1959.

In manufacturing, the median increase in the first half of 1962 was 6.8 cents; in 1961 it was 7.7 cents. In non-manufacturing, the increase was 10.2 cents in 1962, 10.4 cents in 1961.

The number of settlements that provided no immediate wage increase was small but they covered one substantial group of employees: those in the steel industry and most of those in the aluminum industry.

Report of Board in Dispute between

British Columbia Towboat Owners' Association

and

Marine Engineers, Local 425 of the Canadian Brotherhood of Railway, Transport and General Workers

This was a Board of Conciliation and Investigation appointed under the provisions of the Industrial Relations and Disputes Investigation Act to endeavour to bring about agreement between the parties to the said dispute, and to find terms for a collective agreement that the parties will accept, and to report to the Honourable Minister of Labour, pursuant to the provisions of Section 17 of the aforesaid Act.

R. A. Mahoney and N. D. Cunningham appeared for the Association. R. F. Cook and others appeared for the Brotherhood.

The parties agreed that the Board had been properly constituted and had jurisdiction to make recommendations in relation to the matters in dispute.

The Board met with the parties on May 17, June 5 and June 7, 1962. The Board held deliberations on June 20, June 25, July 3, July 5 and July 10, 1962.

The Board was advised that the following items were in dispute:

1. Term of Agreement
2. Wages
3. Hours of Work
4. Annual Vacations
5. Monthly Leave (One-Engineer Vessels)
6. Manning
7. Seniority
8. Flat-rate Overtime
9. Statutory Holidays
10. Subsistence
11. Engineer's Duties
12. Welfare Plan
13. Leaving and Joining Vessels
14. Severance Pay
15. Taxation Clause.

The parties advised the Board that the issues in relation to subsistence (No. 10 above) and a taxation clause (No. 15) had been settled; also that tentative agreement had been reached on the matter of the 60-day relieving clause and the list of accumulated days to be submitted to the Brotherhood.

Wherefore your Board respectfully recommends that the following proposals be incorporated into the collective agreement:

1. *Term of Agreement*—That the term of the agreement be for three (3) years, effective from October 1, 1961, to September 30, 1964.

2. *Wages*—That there be a general increase in wages granted as follows: October 1, 1962—3 per cent increase; October 1, 1963—3 per cent increase.

3. *Hours of Work*—That there be no change made at the present time in relation to the weekly work hours.

4. *Annual Vacations*—That after fifteen (15) years service, engineers be granted three (3) weeks annual vacation.

5. *Monthly Leave (One-Engineer Vessels)*—That there be no change made at this time.

6. *Flat-Rate Overtime*—That engineers operating one-engineer vessels be granted a $10.00-per-month increase in first-rate overtime.

7. *Statutory Holidays*—That two statutory holidays be added—Remembrance Day in 1962, and Boxing Day in 1963.

8. *Engineers' Duties Clause*—Leave the present clause in the agreement. If any changes are to be made in this section, the Board is of the opinion that the parties themselves are the best qualified to determine what changes, if any, should be made.

9. *Welfare Plan*—It is recommended that the welfare plan as incorporated in the current agreement with the Masters & Mates Guild be put into effect for the engineers.

10. *Leaving and Joining Vessels*—In order to have uniformity of manner in which all crew members leave or join vessels, the Board recommends that the provisions applying to the Masters & Mates be incorporated as follows:

Time of Change	*Wages Earned*	*Plus Leave Earned*
For Crew Leaving Vessel Between:		
0001 and 0600K	one-quarter day	one-half day
0601 and 1200K	one-half day	one-half day
1201 and 1800K	three-quarter day	one day
1801 and 2359K	one day	one day

For Crew Joining Vessel Between:		
0000 and 0600K	one day	one day
0601 and 1159K	three-quarter day	one day
1200 and 1800K	one-half day	one-half day
1801 and 2359K	one-quarter day	one-half day

In reviewing the whole of the evidence submitted, the Board herein is of the considered opinion that the issues relating to crew requirements, manning, seniority, job security, severance pay, vessel classifications, and the issue whether all vessels over 15 tons gross registry should carry one engineer, are matters that are either of a technical or similar character, and dependent on each other to a greater or lesser degree. And as these factors are undergoing fairly rapid changes, the Board recommends that a joint committee be appointed by both parties to study these issues during the term of the agreement, to attempt to arrive at a solution which will resolve these problems.

(*Sgd.*) W. E. PHILPOTT,
Chairman

(*Sgd.*) T. E. H. ELLIS,
Member

Dated at Vancouver, British Columbia, the 10th day of July, 1962.

Supplementary Statement

The Member John E. Berry agrees with the foregoing, except that he would recommend that the $10-per-month increase in flat-rate overtime should extend to all engineers, and that all vessels over 15 tons gross should carry at least one engineer.

(*Sgd.*) JOHN E. BERRY,
Member.

During July, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the British Columbia Towboat Owners' Association, Vancouver, and the Marine Engineers, Local 425 of the Canadian Brotherhood of Railway, Transport and General Workers.

The Board was under the chairmanship of W. E. Philpott, LL.B., of Vancouver. He was appointed by the Minister on the joint recommendation of the other two members, T. E. H. Ellis, Q.C., Vancouver, and John E. Berry, New Westminster, nominees of the Association and Brotherhood, respectively.

The Report is reproduced here.

Canadian Railway Board of Adjustment No. 1 Releases Decisions in Five Recent Cases

The Canadian Railway Board of Adjustment No. 1 has released its decisions in five cases, the first three and the fifth of which were heard on April 24, and the fourth on January 11.

The last two of these cases were submitted to a referee, whose award constituted the decision of the Board.

The first case was over the method of payment to unassigned through freight pool crews making a round trip between two points, the second concerned a claim for pay on account of the loss of layover by a sleeping car conductor, and the third was about the claim of a conductor for payment for an entire trip at wayfreight rates on account of having to unload merchandise en route.

The fourth case concerned the claim of a fireman to hostler's rate of pay when an employee of the mechanical department was used to perform hostling service the right to which was claimed by the fireman.

The fifth case was over the claim of two members of the Order of Railroad Telegraphers that certain positions in the Merchandise Services Department newly established by the railway company came within the scope rule of the Telegraphers' agreement, and should have been assigned to members of the Telegraphers' Union.

In the first, third and fifth cases the contention of the employees was not sustained. In the second and fourth cases the employees' contention was sustained.

Summaries of the five cases, Nos. 788 to 792, are given below.

Case No. 788—*Dispute between Canadian Pacific Railway Company (Atlantic Region) and Brotherhood of Railroad Trainmen over method of payment to unassigned through freight pool crews operating on turnaround basis.*

Before June 24, 1961, a wayfreight crew, whose home terminal was Drummondville, was assigned to operate between Drummondville and Foster and return (a total distance of 93.2 miles). On June 24 this assignment was abolished.

On June 26, service was started between Farnham and Drummondville, a distance of 72.9 miles one way, in which through

freight trains were manned by unassigned through freight pool crews, with home terminal at Farnham, on a turnaround basis.

The crews claimed payment on a straight-away basis for a separate run (100 miles plus terminal delay) each way, but they were paid continuous time for the round trip on a turnaround basis.

The union contended that under an article of the agreement the company had no right to operate unassigned crews in and out of a recognized freight terminal on a continuous time basis, and that it had violated another article by refusing payment unless tickets were submitted on a turnaround basis.

The company stated that Drummondville was not a terminal for unassigned crews, but was simply a turnaround point. In abolishing the Drummondville-Foster run and substituting the other, the company stated that it had not simply substituted the use of an unassigned for an assigned crew, but had completely changed the character of the service. Formerly, the assigned crews had operated on a turnaround basis from Drummondville to Foster and return; but after the change the unassigned crews operated from Farnham to Drummondville and return.

The company further contended that there was nothing in the agreement to restrict its use of unassigned crews in turnaround service on a continuous time basis when the turnaround point was not a terminal for unassigned crews. Even if Drummondville had been such a terminal, the company said that, according to the Board's decision in Case No. 739 (L.G. 1960, p. 1048), it would still have been within its rights in what it had done, because the distance between Farnham and Drummondville was less than 100 miles.

The contention of the employees was not sustained.

Case No. 789—*Dispute between Canadian Pacific Railway Company (S.D. & P.C. Dept.) and Order of Railway Conductors and Brakemen over claim for payment to a sleeping car conductor for loss of layover after an intermediate trip.*

A sleeping car conductor was regularly assigned to trains between Winnipeg and Calgary, with Winnipeg as the home terminal. Nine hours after completing a regularly assigned trip he was called for an intermediate trip from Winnipeg to Calgary, because no spare conductor was available. He had been scheduled to report for his next regular trip at 8.00 p.m. three days later. He returned to Winnipeg and nine hours later resumed his next regular assignment. He made all trips in his scheduled assignment for the month in addition to the intermediate trip.

He submitted a claim for 4¾ days pay for the intermediate trip, 5½ days penalty pay for loss of layover when called for the intermediate trip, and an additional 5¾ days for loss of layover after the intermediate trip.

The company paid for 4¾ days to cover the intermediate trip and for 5½ days for the loss of layover when on the intermediate trip, but it declined to pay the claim for the 4¾ days for loss of layover after the intermediate trip.

In the employees' contention, it was pointed out that, for each seven hours of duty, the conductor receives one day's pay. The remaining 17 hours of each day are allotted to (1) rest period en route, (2) layover at the away-from-home station, and (3) layover at the home station.

To illustrate the above, the employees gave the following example: If a trip from Winnipeg to Calgary and return requires 41 hours from reporting to release time, and if 6 hours are deducted for rest en route, then the total time on duty is 35 hours. When this figure is divided by 7, it results in a cycle of 5 days for the trip, and the conductor will receive 5 days pay for it. It follows that the total of rest en route, layover at Calgary and layover at Winnipeg will be 5 times 17 hours (a day consisting of 7 hours of duty plus 17 hours for rest and layovers, as above), or 85 hours. If 6 hours are subtracted for rest en route and 4 hours for layover at Calgary, then the layover at Winnipeg must be 75 hours.

The Brotherhood contended that the conductor was called to resume his regular assignment 40 hours before expiry of the layover due him after the intermediate trip. He should have been paid for this loss of layover in accordance with the formula in an article of the collective agreement.

The company contended that the article cited by the employees did not apply because the conductor had returned from the intermediate trip "in ample time to go out on his next regular assignment." The article applies only where a regular conductor misses his next regular assignment as a result of being "doubled off" his run, the company argued.

Further, it said, the article cited applies to loss of layover in advance of regular assignments, not to loss of layover subsequent to an intermediate trip. For his loss of layover in advance of his regular assignment the conductor was paid in accordance with the article; in fact, he was paid 9 11/12

days pay for a trip with a total elapsed time of 39 hours and 5 minutes, "more than double that which would have been paid a spare conductor for the same trip had one been available."

"The employees are in fact claiming that for a total elapsed time of 39 hours, 5 minutes, the company should have paid the conductor a total of 15⅛ days pay," the railway said.

The company also quoted an article of the agreement: "The spare conductor will receive no compensation for loss of layover at home station."

Both parties presented further written and oral evidence before the Board.

The contention of the employees was sustained.

Case No. 790—*Dispute between Canadian National Railways (Mountain Region) and Brotherhood of Railroad Trainmen concerning the claim of a conductor for payment of wayfreight rates for unloading merchandise en route.*

The conductor and crew of a passenger train, a railiner, which on two dates was required to offload merchandise at three points en route submitted a claim for payment at wayfreight rates. The company declined the claim.

The union quoted two articles of the agreement in support of the claim. One of the articles, from the conductors' schedule, stated that conductors would be paid wayfreight rates for the full trip if they loaded or unloaded wayfreight or switched, or performed a combination of these duties, at three or more points. The second article, from the trainmen's schedule, contained a similar provision regarding trainmen.

The company stated that the consignments in question had originated and been billed as LCL freight, but that in order to avoid serious delay owing to the infrequency of wayfreight service on the subdivision involved, they had been forwarded to their final destination via C.N. Express.

Such shipments became express business, and the Express Department assumed full responsibility for their transportation and received its *pro rata* share of the revenue derived from them, railway freight revenue being credited for the portion of handling done on freight trains.

The company further stated that the train on which the shipment was made was a railiner and that baggagemen on that assignment were regularly required to handle express. They were compensated for service rendered to the Express Department in accordance with the agreement covering baggagemen, flagmen and brakemen. The handling of such shipments was quite different from that given LCL traffic, in which the bills were handled by the conductor and he was responsible for dealing with the shipments, the company said.

The contention of the employees was not sustained.

Case No. 791—*Dispute between Chesapeake and Ohio Railway Company and Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen,* ex parte, *over firemen's claim for day's pay when mechanical employee performed hostling work to which fireman claimed entitlement.*

A fireman was first out on the fireman's extra board at St. Thomas, Ont. He believed he had the exclusive right under the agreement to a hostling assignment, moving a diesel unit from the fuel track to the turntable. But the company used a mechanical department employee to perform the service.

The fireman submitted a claim for 100 miles at hostler's rate of pay; the company rejected the claim.

In their contention, the employees quoted a section of the agreement stating that a fireman, when examined and approved by a road foreman or engines and trainmaster, will be considered and qualified for hostling service. A further section states that eight hours or less shall constitute a day's work.

Another section of the agreement cited by the employees states that inside hostlers' duties will consist of handling engines in and about a roundhouse, ash pits, storage or shop tracks in the roundhouse territory. The section also states that, at terminals where there is insufficient work to keep hostlers handling engines during their tour of duty, additional work may be required of them, such as preparing an engine inbound or preparing it for the outgoing trip, and acting as engine watchman or performing other hostler duties as assigned by the roundhouse foreman.

The Brotherhoods quoted from a letter received from an official of the railway: "It is our opinion that the small amount of work here involved was properly performed by an employee of the mechanical department . . ." The question is not whether the work was properly performed but whether it was performed by the proper employee, they contended.

The company contended that no rule in the Firemen's agreement gives hostlers, or firemen subject to being called to work as hostlers, the exclusive right to handle engines in and about shop tracks as was done in this case. The company cited a rule in the agreement that where no hostlers are employed, firemen *may* be called in advance

of their starting time to hostle engines. This rule, it pointed out, does not provide that firemen *must* be called to do this work.

The company took the position that the engine movement required for the fueling of one diesel unit did not warrant the establishment of an eight-hour "hostler trick" or shift on any day.

The same position had been taken by the company involved in Case No. 672 (L.G. 1957, p. 335). In that case the Board directed that the parties to the dispute negotiate the number of engines handled at a given point that would warrant establishment of a hostler's position.

The Board of Adjustment referred the present dispute to a referee, whose award constituted the decision of the Board.

In his award, the referee first reproduced the applicable sections of the existing agreement. Among them was one headed "Runaround" that read: "Any fireman standing for a call, and another is called, will be considered as having been run around and will be paid accordingly . . . "

The referee also confirmed that the fireman in question was qualified and entitled to perform the hostling service when run around. In addition, he ruled that nowhere in the agreement was there a provision for mechanical department employees to act as hostlers.

The referee further disagreed with the employer's interpretation of a critical sentence of the agreement defining the duties of hostlers. The sentence reads: "Inside hostlers' duties will consist of handling engines in and about the roundhouse, ash pits, storage or shop tracks in the roundhouse territory." The company had contended that the words "will consist of" had the same meaning as "may consist of." The referee said there was no evidence showing that the words in the sentence were not intended to be used with their ordinary meaning. The duties there defined were unconditional and mandatory, said the referee. The fireman, entitled and qualified to act as a hostler in this case, was therefore entitled under the agreement to payment for runaround.

The only remaining question was the amount of the arbitrary to be granted. The company had contended that, if the fireman was entitled to a favourable award, it should not exceed 50 miles payment, because he had been used within eight hours of the incident. The rule the company quoted in support of this contention was not applicable, in the referee's opinion. He quoted an applicable section stating that the amount of a fireman's claim for having been run around while in unassigned service does not depend on the time when the fireman has started his regular day's work.

The referee held that the claim of the employee should be allowed as made.

Case No. 792—*Dispute between Canadian Pacific Railway Company (Pacific Region) and Order of Railroad Telegraphers,* ex parte, *over the assignment of certain positions in the new Merchandise Services Department.*

On August 1, 1959 on Vancouver Island, and on May 1, 1960 elsewhere in British Columbia, the Canadian Pacific Railway Company established a new Merchandise Services Department, in which it combined under a single administration the handling of less-than-carload railway freight traffic, express traffic and traffic formerly handled by wholly owned trucking subsidiaries. The Department was established in Alberta on May 1, 1961.

In many stations, the establishment of the new department had no effect on assignment of staff. But at other points, including Kelowna and Vernon, B.C., the company established separate Merchandise Services terminals under terminal managers. At such stations, the position of station agent continued.

The establishment of separate Merchandise Services terminals made redundant 14 positions held by members of the Order of Railroad Telegraphers. Ten of the displaced employees accepted alternative positions in the Merchandise Services Department.

But at Kelowna and Vernon two employees who were members of the Order of Railroad Telegraphers complained that certain positions in the new department came within the scope rule of the Telegraphers' agreement and should have been assigned to members of the Telegraphers' union.

Of the 1,172 employees who came into the new department, 802 had been represented by the Brotherhood of Railway and Steamship Clerks, 237 by the Canadian Brotherhood of Railway, Transport and General Workers, 119 by the International Brotherhood of Teamsters, and 14 by the Telegraphers. The company recognized the Railway and Steamship Clerks as bargaining agent for employees of the department and entered into a collective agreement with that union.

The Telegraphers submitted a claim for positions in the new department where the work "historically, traditionally and normally" had been done by Telegraphers, and

charged the railway with violating the current agreement with the Telegraphers by not so assigning those positions.

The dispute twice came before the Board of Adjustment. The first time the Board agreed with the company's contention that there was no dispute between it and the union within the meaning of the Memorandum of Agreement that set up the Board because the grievance had not been handled "in the usual manner" as required by the agreement. That is, the steps in the regular grievance procedure had not been followed. The Board directed that the dispute should go back to the parties to be dealt with according to the agreement.

Later, the case was again brought before the Board, but the Board was unable to come to a decision on the merits of the case, and requested the Minister of Labour for Canada to appoint a referee.

The case was finally decided by the arbitrator, whose award constituted the decision of the Board.

Union's Contention

In presenting its case to the arbitrator, the union contended that the company had violated the current agreement by:

1. Refusing to assign to Telegraphers positions in the Merchandise Services Department that comprised work "historically, traditionally and normally performed by them." The union contended that, according to the agreement, employees whom it represented historically and traditionally had the right to perform the work of handling LCL freight, carload freight, express and truck traffic at all stations of the company listed in the agreement; and that the company relinquished its right to assign this work freely when it signed the agreement.

2. Setting up separate Merchandise Service terminals at six stations where the organization represented station staffs, thus causing 14 positions to become redundant. The company had deliberately taken work away from telegraphers who had previously performed it and given it to employees represented by the Brotherhood of Railway and Steamship Clerks, the union said.

3. Failing to assign employees represented by it to new positions that had been established when the Merchandise Services Department had been set up. The union emphasized the importance of parts of the agreement which stated that the Telegraphers had the exclusive right to new positions added and to new positions created by the absorption of other lines. The establishment of the Merchandise Services Department was brought about by the company's absorbing the subsidiary Express Company and trucking companies.

The union particularly objected to the company's appointment of terminal managers to take charge of Merchandise Service terminals. It maintained that these managers were doing exactly the same type of work that station agents, which it represented, had been doing for three quarters of a century.

The union also objected strongly to the company's recognizing the Railway and Steamship Clerks as bargaining agent for the employees in the Merchandise Services Department, and to its signing an agreement with that union. The organization questioned the propriety of recognition without certification.

The employees' organization finally asked the referee to direct the company to assign positions in the Merchandise Services Department to employees represented by it, to the extent required by the agreement.

Company's Argument

The company, in its statement, began by reiterating its contention that the grievances of the two employees that formed the particular ground of the union's case had not been dealt with "in the usual manner" in accordance with the agreement that established the Board of Adjustment. Consequently, the grievances should be disallowed, it contended.

Having stated this objection, the company set out its case regarding the grievances.

One of the complaining employees contended that the position of terminal manager in the Merchandise Services Department at Vernon and Kelowna, B.C., should be assigned to members of the Order of Railroad Telegraphers, and the other employee had made the same claim regarding the positions of assistant agents, cashiers, clerks, warehousemen, etc., at these two places.

The company said the first grievance was based on the erroneous assumption that the position of terminal manager at the two places was the same as that of station agent, and thus came within the scope rule and the preamble of the agreement.

For the position of terminal manager to fall within the scope rule of the agreement, according to one of the articles of the contract, the employee assigned to it must either be on a railway telegraph or telephone service assignment, or he must be assigned to the position of station agent in a position "incorporated within the accompanying schedule of rules and wages."

The position of terminal manager, the company contended, did not meet either of these conditions. As evidence that the position was not the same as that of station agent, the company cited the fact that there was still the position of station agent at both Vernon and Kelowna, along with that of terminal manager.

Further, the duties of the two positions were different. A terminal manager was a supervisory employee, with authority to hire staff and with considerable scope in the disciplining of employees; under the Industrial Relations and Disputes Investigation Act, it was not obliged to include such a position under the scope rule of an agreement. Because of the duties assigned to him, a terminal manager was in no sense a station agent, the company said.

With regard to the other positions on the staff of the Merchandise Services Department claimed by the second complainant, the company argued that to fall within the scope rule an employee must be assigned to the duty of assisting a station agent; and since, according to its contention, a terminal manager was not a station agent, the other employees did not come under the scope rule either.

The agreement states also that "employees at stations where freight work exclusively is performed under the jurisdiction of an agent other than the station agent . . . " were not in the position of assistant agent that fell within the scope rule.

The articles in the agreement that referred to the construction or absorption of new lines, and to new positions created as a result of such construction or absorption, were irrelevant, the company contended, because the establishment of a new department was an entirely different matter.

The company objected to the "job ownership" argument that it believed the union was using. Employees who came within the scope rule were identified by means of the duties to which they were assigned and the company official under whom they worked. Duties were not the sole criterion. The jurisdiction under which a man worked was also important.

Employees in the new department performed some of the work previously done by employees in the bargaining unit represented by the Order of Railroad Telegraphers, but they also did work previously done by employees in other bargaining units.

It was clear from the context of the agreement, the company said, that employees falling within the scope of the Telegraphers' agreement were on the operating side of the railway. Employees of the Merchandise Services Department were not on the operating side, and to include them in the Telegraphers' bargaining unit would cause administrative difficulties.

The company maintained that the decision to establish an exclusive freight agency, separate and distinct from a station agency, was one for management alone to make, and one that management had in fact made for years. The Express Company had, on occasion, established exclusive express agencies at places where express work had previously been handled by a station agent and his staff. In such cases, employees covered by the agreement with the Telegraphers went under another agreement. The company saw no departure from past practice in what it had done in establishing the Merchandise Services Department.

The company also denied that the establishment of exclusive freight and express agencies had been accomplished by negotiation, as the union had contended. There was nothing in the agreement between the Canadian Pacific Express Company and the Telegraphers, or in its own agreement with the Telegraphers, that provided for negotiation of such a move.

The company protested that the union was claiming the right to represent certain employees now in positions that were included in a bargaining unit that was covered by an agreement with another union.

Contending that the employees of the Merchandise Services Department were not within the scope of its agreement with the Telegraphers, the company argued that if that organization wished to represent the employees in question, it should apply to the Canada Labour Relations Board for certification as bargaining agent. Therefore, the company said, the Railway Board of Adjustment and the referee had no authority to deal with such a question.

Referee's Decision

The referee rejected the company's contention that the grievances should be disallowed on the ground that they had not been processed in the usual manner. He said that since the Board had heard the case a second time, it evidently did not finally consider the technical objection of the company to be fatal to the union's case. Therefore, the referee said, it was proper that he should take the same view.

"If the organization is to succeed in this case it must show that the terminal managers it designates and the assistant agents, cashiers, clerks, warehousemen, etc., are within the scope of the agreement . . . " the referee said.

The position of terminal manager was, of course, not listed either under "scope" or in the wage agreement, and there was no question that a terminal manager was not

assigned to railway telegraph or telephone service. Therefore, the terminal manager was not within the scope of the agreement on either of these counts, he continued.

The referee pointed out that the union relied heavily on its contention that the title of terminal manager had been given to a position that was really exactly the same as the position of station agent. In that case, "terminal manager" would be an "additional position" within the meaning of the agreement.

On the question of a terminal manager's duties, the union and the company had offered conflicting opinions; but on the whole, the referee said, he found that the union had not answered the company's arguments effectively enough to justify him in deciding that its opinion should prevail. In particular, the union had not refuted the argument that station agents continue to exist at Vernon and Kelowna, which would show that terminal managers were not station agents.

"Furthermore, the company's explanation that, in practice, separation of freight handling and separation of express handling from the duties of a station agent has been accomplished by appointing separate agents to perform these duties, serves as a precedent supporting the propriety, under the agreement, of the company's action in this situation," the referee said.

He also found that the language of the relevant article in the agreement did not support the union's view that these separations had been accomplished by negotiation. The negotiation of new wage rates necessitated by the separation of duties was a different matter from negotiation of the separation.

"Thus I must conclude, from the information I have before me, that the organization has not shown that 'terminal manager' is just another term for 'station agent.' It follows that the position 'terminal manager' is not an 'additional position' within the meaning of Preamble 1. It follows, too, that an employee assigned to the position terminal manager is not a telegrapher within the meaning of Article 1, Definition, and that 'terminal manager' is not a telegrapher's position for the purposes [of the agreement] . . . "

Therefore, the referee said, he must dismiss the grievance of the appellant who claimed the position of terminal manager.

Since "terminal manager" was not just another name for a station agent, the referee continued, it followed that the positions listed in the grievance of the other appellant were not in the category of "assistant agent" within the meaning of the agreement, because the position of assistant agent, according to the agreement, was held by employees who assisted station agents. The employees listed in the grievance, on the other hand, assisted the terminal manager. Therefore, the referee said, the second grievance must also fail.

Finally, the referee said that he appreciated the union's view that another union was gaining at its expense, in spite of an agreement that was designed to define jurisdictions.

"Nevertheless, although the company's action may have the consequences the organization fears, there is nothing before me to show that the company violated the provisions of its agreement with the organization in assigning employees to positions in the Merchandise Services Department's terminals at Vernon, B.C., and Kelowna, B.C. Therefore I cannot direct that the railway forthwith assign such positions in the Merchandise Services Department to employees represented by the Order of Railroad Telegraphers, as the organization asks me to do."

Accident Prevention Associations Hold Annual Conference

The annual conference of Industrial Accident Prevention Associations, held in Toronto on April 16 and 17, was attended by 3,627 delegates, an attendance slightly larger than that last year. About 10 per cent of those attending were from provinces other than Ontario, or from other countries.

Awards for accident-free operations during 1961 were presented at the annual banquet. The winner of the President's Award for the best all-round improvement in plant safety records for firms operating more than 200,000 man-hours in one year was the John Inglis Company, General Engineering Division, Toronto. The R. B. Morley Award for the firm without a compensation case during 1961, and the greatest number of consecutive injury-free hours, went to Northern Electric Company, Belleville.

In the election of officers, B. D. Creighton was elected President; N. E. Russell, Honourary Treasurer; H. L. Hinchcliffe, 1st Vice-President; and H. W. Mogg, 2nd Vice-President.

LABOUR LAW

Legal Decisions Affecting Labour

Supreme Court of Canada rules illegal the discharge of employees on strike called in compliance with provisions of Ontario Labour Relations Act. Court of Queen's Bench, Quebec, rules that once arbitration board has made award, it has no right to amend it. B.C. Supreme Court upholds arbitration award

The Supreme Court of Canada has upheld the conviction of the Canadian Pacific Railway Co. for the dismissal of the employees of the Royal York Hotel in Toronto who were on strike called by the union in compliance with the provisions of the Ontario Labour Relations Act, and held that the dismissal from employment by reason only of ceasing to work as a result of the strike violated the provisions of that Act.

In Quebec, the Court of Queen's Bench ruled that, once the council of arbitration appointed under the Act respecting Municipal and School Corporations and their Employees had rendered its award stating the terms of a collective agreement binding on a municipality and its employees, it could not, by another award, amend that award, but could only interpret it and rectify a simple clerical error.

In British Columbia, the Supreme Court, upholding an arbitration award under a collective agreement, confirmed the rule that a decision of an arbitration board on a specific question of law submitted to it could not be set aside no matter how erroneous it might have been.

Supreme Court of Canada...

...upholds conviction of company for discharging employees on strike called in compliance with Act

On June 25, 1962, the Supreme Court of Canada, in a dispute between the Canadian Pacific Railway Co., the owner of the Royal York Hotel in Toronto, and Local 299, Hotel and Club Employees' Union of the Hotel and Restaurant Employees' and Bartenders' International Union, regarding the discharge from employment of the hotel employees on strike called by the union according to the provisions of the Ontario Labour Relations Act, rejected the employer's contention that the strikers had to terminate their contracts of employment before they could engage in a lawful strike.

The Court held that, since all statutory requirements had been complied with, the strike was a lawful activity of the union, and by virtue of Section 3 of the Ontario Labour Relations Act, the employees in question, as members of the union, had the right to participate in that lawful activity of the union. Consequently, the dismissals of the employees by reason only of their ceasing to work as a result of the strike were in violation of the Act.

The circumstances of the dispute were related in the LABOUR GAZETTE when the judgment of Magistrate Elmore of the Toronto Magistrate's Court and that of Chief Justice McRuer of the Ontario High Court were reported (L.G., Dec. 1961, p. 1277 and L.G., March, p. 347).

In the Court of Appeal, on February 13, 1962, Mr. Justice Roach was in substantial agreement with the judgment of Chief Justice McRuer, who had reversed an acquittal by Magistrate Elmore on charges laid by the union against the Canadian Pacific Railway Co. under the Ontario Labour Relations Act.

In his judgment, Mr. Justice Roach pointed out that, apart from the provisions contained in the Labour Relations Act, in the circumstances and facts of the dispute, it would be lawful under the common law for the employees concerned to go on strike, their purpose in so doing being not to injure the employer but to bring about what they considered to be improvements in their working conditions and monetary benefits.

Apart from the common law, Mr. Justice Roach added, the Ontario Labour Relations Act has recognized the lawfulness of a strike called in the circumstances and facts of the

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

dispute under review and has expressly preserved the status of the striking employees notwithstanding the strike.

The letters dated June 26, 1961, sent by the management of the Royal York Hotel to the employees on strike, advising them either to return to work or to resign, and threatening with dismissal those who might fail to send the required notification, in the opinion of the court, constituted a threat of dismissal of the striking employees contrary to Section 50 (c) of the Labour Relations Act.

The Court of Appeal concurred with Chief Justice McRuer that the language in Section 50 (c) leaves something to be desired, but having regard to the whole Act, the Court was of the opinion that the section in question should be interpreted as though there were inserted prior to the words "to exercise any other rights under this Act" the additional words "to cease."

The letter dated July 18, 1961, dismissing the striking employees from employment, in the opinion of the court constituted a refusal by the employer to continue to employ the striking employees contrary to Section 50 (a) of the Act.

The Court of Appeal upheld the order of Chief Justice McRuer with an amendment to provide for the remission of the case to the Magistrate with a direction to record a conviction on each charge and impose such lawful penalties as he may consider appropriate. (*Regina* v. *Canadian Pacific Railway Co.*, (1962), 33 D.L.R. (2d), Part 1, p. 30.)

In the Supreme Court of Canada, Mr. Justice Locke noted that the facts disclosed did not include any information as to the terms of individual contracts of employment that might exist between the railway company and the persons whose rights it was charged were infringed by their dismissal from employment when on legal strike. If it was in law necessary that the individual contracts be terminated before these employees quit their work, a notice given at a reasonable time before they quit would be effective to terminate such contracts of employment, and such notice might properly be given on behalf of the employees by the union if duly authorized.

Considering the evidence available, Mr. Justice Locke added that it could not be concluded that taking part in the strike involved a breach of the contracts of employment of the individuals concerned. Consequently, in his opinion, the case should be decided upon the assumption that the strike of the members of the union was lawful, as had been found by Chief Justice McRuer, whose findings had been approved by the Court of Appeal.

The employees involved in the case at bar claimed that, by dismissal, their right to participate in a lawful strike had been infringed, and Section 1 (2) of the Labour Relations Act, upon which they relied as defining their legal status, must refer to such a strike. Section 1 (2) reads as follows:

> For the purposes of this Act, no person shall be deemed to have ceased to be an employee by reason of his ceasing to work for his employer as the result of a lock-out or strike or by reason only of his being dismissed by his employer contrary to this Act or to a collective agreement.

This subsection does not, in Mr. Justice Locke's opinion, continue in force such employment contract as existed as of the date of a strike. It does no more than to declare that, for the purposes of the Act, the relationship of the employer and employee continues despite the employee's ceasing to work as the result of a strike. Accordingly, each of the persons involved was an employee within the meaning of that term in Section 50 (c), and entitled to the protection afforded by it.

The relevant parts of Section 50 (a) and (c), under which the two charges were laid, read:

> S. 50. No employer . . .
>
> (a) shall refuse to employ or to continue to employ a person . . . because the person was or is a member of a trade union or was or is exercising any other rights under this Act;
>
> (c) shall seek by threat of dismissal, or by any other kind of threat . . . to compel an employee to . . . cease to be a member or officer or representative of a trade union or to exercise any other rights under this Act.

In Mr. Justice Locke's opinion, the letters written by the company on June 26 and July 18 have been properly construed as a refusal to continue to employ the persons on strike from and after July 16, by reason of the fact that they continued on strike, and the letter of June 26 as a threat of dismissal if they continued such participation.

Mr. Justice Locke did not agree with the contention that the right to strike is expressly given to employees by Section 3 of the Labour Relations Act. That section, saying that every person is free to join a trade union and to participate in its lawful activities, and Section 4, giving a similar right to persons to join an employer's organization, are equally meaningless.

In his opinion, no statutory permission is necessary to participate in the *lawful activities* of any organization. Furthermore, it is not the union that strikes, but the employees. The statute, however, implicitly recognizes that employees may lawfully strike by restricting that undoubted right during the currency of collective agreements,

during the period in which conciliation proceedings are being carried on, and for a defined period after an award.

Section 57 (2) refers in terms to a lawful strike. The objections to the legality of strikes on the ground that they are unlawful conspiracies or in restraint of trade, which might formerly be made the subject of criminal charges, have long since disappeared by reason of the provisions of the Criminal Code, and combinations of workmen formed for their own reasonable protection as such are expressly declared to be lawful by Section 411 of the Criminal Code and the predecessors of that section.

Mr. Justice Locke added that, although the right to strike existed at common law at the time of the passing of the Labour Relations Act, that right was limited and controlled in the circumstances mentioned above, and it is expressly recognized after the expiration of these periods. Striking after complying with the requirements of the statute is, in Mr. Justice Locke's opinion, exercising a right under the Act within the meaning of that expression in Section 50.

Although he considered it unnecessary for the disposition of the appeal under consideration, Mr. Justice Locke expressed his dissent from the opinion that had been stated that, if a strike is never concluded by settlement, the relationship declared by Section 1 (2) of the Act continues until the employee has either gone back to work, taken employment with other employers, died, or become unemployable.

In his opinion, when employers have endeavoured to come to an agreement with their employees and followed the procedure specified by the Labour Relations Act, they are at complete liberty, if a strike then takes place, to engage others to fill the places of the strikers. At the termination of the strike, employers are not obliged to continue to employ their former employees if they have no work for them to do because their positions have been filled. He could find no support anywhere for the view that the effect of the subsection is to continue the relationship of employer and employee indefinitely, unless it is terminated in one of the manners suggested.

Mr. Justice Cartwright, with whom the Chief Justice and Justices Taschereau and Fauteux concurred, in his reasons for judgment said that, in considering the question whether the right to strike, which the employees concerned claimed to be exercising, is a right under the Act, it must first be decided whether the strike was a lawful one. The argument that the strike was unlawful was based on the submission that, in ceasing to work, each of the employees was committing a breach of contract.

Mr. Justice Cartwright referred to some judgments in support of the proposition that a strike that would otherwise be lawful at common law becomes unlawful if the cessation of work is a breach of contract. In *Denaby and Cadeby Main Collieries Ltd.* v. *Yorkshire Miners' Association* (1906) A.C. 384, it appears that the miners who went on strike were employed under contracts requiring them to give 14 days notice of termination. They went on strike without giving any notice. Commenting on this fact, Lord Loreburn said:

> Inasmuch as the men were all working under contracts which could not be terminated except after 14 days notice, it is manifest that the abrupt cessation of work on June 29 involved a breach of contract and was unlawful.

In *South Wales Miners' Federation* v. *Glamorgan Coal Company* (1905) A.C. 239, the judgment was to the same effect. Lord Lindley said:

> To break a contract is an unlawful act, or, in the language of Lord Watson in *Allen* v. *Flood*, "a breach of contract is in itself a legal wrong."

In *Crofter Hand Woven Harris Tweed Co.* v. *Veitch*, (1942) A.C. 435, the judgments emphasize the fact that the course of conduct of the defendants, which was held not to be unlawful, did not involve any breach of contract. Lord Wright, referring to this situation, said:

> But there might be circumstances which rendered the action wrongful. The men might be called out in breach of their contracts with their employer, and that would be clearly a wrongful act as against the employer, an interference with his contractual right, for which damages could be claimed not only as against the contract breaker, but against the person who counselled or procured or advised the breach.

Mr. Justice Cartwright found nothing in the Act that would render lawful the calling of, or participation in a strike where the cessation of work was in breach of a term in the contracts under which the employees were working, requiring the giving of notice of a prescribed length before ceasing work; clear words in a statute would be required to bring about such an alteration in the law.

Mr. Justice Cartwright noted, however, that the company's attack on the legality of the strike was based not on the breach of a contractual provision, requiring the employees to give a stated length of notice before ceasing work, but rather on the view that, to remain within the law, each employee must, before or at the moment of ceasing work, terminate his contract of employment. It was said that, so long as his contract is in existence, it is his duty to

work, and failure to come to work is a breach of contract that renders the strike unlawful.

In Mr. Justice Cartwright's opinion, that would be a correct statement of the position of the parties at common law; the employee cannot have it both ways; if he is still an employee it is his duty to work, and if he refuses to work, he is in breach of the contract of employment, and the employer can treat it as at an end. But, in his opinion, the position of the parties is altered by the relevant provisions of the Act.

Section 1 (2) of the Act (previously quoted) preserves (or creates) during the continuance of a strike the relationship of employer and employee, the exact nature of which it was, in Mr. Justice Cartwright's opinion, not necessary to decide. However, in the situation under Section 1 (2), two of the main features of the ordinary relationship are absent, the employee is not bound to work and the employer is not bound to pay wages. Whatever the relationship be, it is obvious that, if the employer was entitled to terminate it on the sole ground that the employee refuses to work while the strike continues, the subsection would be rendered worthless.

The Act recognizes, Mr. Justice Cartwright continued, that strikes may be lawful or unlawful (e.g., Section 57); it forbids unlawful strikes (Section 55); it appears that it leaves it to be determined by the common law whether or not a strike is lawful; it forbids strikes that would otherwise be lawful at common law unless certain conditions have been complied with (Section 54). In the case at bar, those conditions had been fulfilled when the strike was called.

In Mr. Justice Cartwright's opinion, the strike was lawful at common law and not forbidden by the Act. That being so, the effect of Section 1 (2) of the Act is, first, to provide that, while the strike continues the employees on strike do not cease to be employees of the company, and second, to prevent the employer from terminating that employer-employee relationship by reason only of the employee's ceasing to work as the result of the strike.

Mr. Justice Cartwright was in agreement with counsel for the union that the right to strike is conferred by Section 3 of the Act, which reads:

> S. 3. Every person is free to join a trade union of his own choice and to participate in its lawful activities.

Considering the findings of facts, as made by Magistrate Elmore, the strike in question was an activity of the union and it was lawful. Section 3 of the Act conferred on the union members the right to participate in that lawful activity. Therefore, Mr. Justice Cartwright concluded, the participation in the strike by the employees was the exercise of a right under the Act. In his opinion, Magistrate Elmore erred in law in acquitting the company.

Mr. Justice Judson (with whom Justices Abbott, Martland and Ritchie concurred), found the issue in the appeal under consideration was a simple one. The collective agreement between the company and the union had expired. Every procedure required by the Act had been resorted to and every time limit had passed. The case was within Section 54 (2) of the Act, which limits the right to strike until its requirements have been complied with. But once the statutory requirements have been complied with (and that was the situation in the case under review), the strike becomes lawful under the Act.

The foundation of the right to strike is in the Act itself, said Mr. Justice Judson. The court was concerned in this appeal entirely with an alleged offence against the Act. Whatever the common law may say about strikes, the strike in question was lawful under the Act because the statutory conditions had been complied with. That being so, the company's letter of June 26 constituted an offence under Section 50 (c) of the Act, and the letter of July 18 constituted an offence against Section 50 (a).

Mr. Justice Judson agreed with Mr. Justice Cartwright in his rejection of the company's argument that before there can be a lawful strike under the Act, the strikers must terminate their contracts of employment. Such a requirement, Mr. Justice Judson added, would make nonsense of an Act that authorizes a certain course of conduct after certain things have been done and which, in addition, expressly preserves the employer-employee relationship by Section 1 (2).

Mr. Justice Judson did not consider that *South Wales Miners' Federation* v. *Glamorgan Coal Co.* and *Denaby and Cadeby Main Collieries Ltd.* v. *Yorkshire Miners' Association* (to which Mr. Justice Cartwright referred) were relevant to the issue at bar. In his view, when a collective agreement has expired, it is difficult to see how there can be anything left to govern the employer-employee relationship. Conversely, when there is a collective agreement in effect, it is difficult to see how there can be anything left outside, except possibly the act of hiring. His conclusion was that once it was made clear that the statutory requirements had been complied with, a conviction as a

result of the company's letters mentioned above follows as a matter of course and that nothing else need be considered.

The Court, in a unanimous decision, dismissed the company's appeal and upheld the ruling of Chief Justice McRuer of the Ontario High Court and of the Ontario Court of Appeal to the effect that the dismissals of employees on lawful strike violated the provisions of the Ontario Labour Relations Act. *Canadian Pacific Railway Co.* v. *Zambri,* Canadian Labour Law Reports, July 6, 1962, para. 15,407.

Quebec Court of Queen's Bench...

...rules arbitration board cannot amend its award once made, can only correct simple clerical error

On January 11, 1962, the Quebec Court of Queen's Bench allowed an appeal from a judgment of the Superior Court and ruled that a council of arbitration, appointed under the Act respecting Municipal and School Corporations and their Employees, has the right to interpret its award and to correct a simple clerical error, but not to amend it.

The municipality of Jonquière and the *Syndicat National Catholique des Employés Municipaux de Jonquière* had a collective agreement that was binding for the year 1952 and was to remain in force unless either party gave notice to the contrary. Such notice was duly given by the union in November 1952. The parties then started negotiations but were unable to reach an agreement. The matter was therefore referred to a council of arbitration in accordance with the Act respecting Municipal and School Corporations and their Employees.

In accordance with the Act, the council was composed of one representative each of the town and the union and a chairman appointed by the Minister of Municipal Affairs. They were appointed on September 23, 1953 and started sitting about a month later. The council's award, dated February 1, 1954, imposed a collective agreement on the parties.

The union demands were for higher wages and shorter hours of work. Specifically, the union had asked that the normal working week for hourly paid employees be reduced from 48 to 40 hours, with pay at the rate of time and one half for overtime work. This demand was dealt with in Section 3 of the award. Section 5 dealt with wages and granted an increase of 5 cents per hour. Section 11 provided that the agreement was to take effect retroactively to January 1, 1953, i.e., to the expiration of the previous agreement, and was to remain in effect until December 31, 1954, with provision for an automatic renewal.

The award ordered the parties to sign a collective agreement, the text of which was attached to the award. If the parties failed to sign the agreement, then the award would have the same effect as if the parties had signed.

Dealing with the hours of work, the collective agreement provided, for hourly or daily paid workers, an eight-hour working day from Monday to Friday starting at 8 a.m., and on Saturday from 8 a.m. to noon, so the working week was to be 44 hours, and any overtime was to be paid at the rate of time and one half. Article 20 of the agreement provided that it was to be retroactive to January 1, 1953, for a period of two years to December 31, 1954.

Under the term of this agreement, the plaintiff in the case at bar, who was a driver of snowplows and watering trucks, was entitled to be paid at the increased rate of $1.29 per hour for time worked up to 44 hours a week, and at the same rate plus 50 per cent for time worked in excess of 44 hours a week, the whole retroactive to January 1, 1953.

This was apparently not what the town had expected, and consequently it made a motion for the correction of the award, alleging that it was only through a clerical error that the provisions of the agreement relating to hours of work had been made retroactive. Despite the protests of the representative of the union, the other two members of the council of arbitration granted the motion and, on February 24, 1954, amended the award and the annexed agreement accordingly.

Nothing was said in the motion or in the amendment as to the retroactive date of the wage increase, but the town reasoned that if the reduction of hours was not to be retroactive, the corresponding increase in hourly rates should not be retroactive either.

In May 1956, the plaintiff brought a court action against the municipality claiming to be entitled, for the period from February 1, 1953 to February 1, 1954, to $889, being the difference between what had been paid to him by the town under its interpretation of the award as amended, and what was due to him under the terms of the agreement as annexed to the original award. The town contended that the agreement had been validly amended and that the plaintiff had been paid in full. Further, it pleaded that the award was null, having been made retroactive for a period of 13 months, whereas under Section 12 of the Act it could not be retroactive for more

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than 12 months. The plaintiff contended that the amendment to the award was invalid.

The trial judge decided that the council of arbitration had the same authority to amend its award as a court has under Article 546 C.P. that states: "The judge may, at any time, at the instance of one of the parties, correct any clerical error affecting a judgment."

Since the council had jurisdiction to amend its award, the trial judge considered that he should not review its discretion in this connection in view of the terms of Section 15 of the Act, which provided for the finality of the awards. He therefore held that the shortening of the normal working week was not retroactive. He adopted the reasoning of the town regarding the retroactivity of the wage increase and dismissed the action.

Regarding the town's contention that the whole agreement was null because it was made retroactive for 13 months, the trial judge rejected this claim and pointed out that, if the retroactivity as provided in the award was longer than permitted in the Act, the result would be to limit this retroactivity to 12 months as authorized by the Act. Probably the plaintiff was aware that he could not claim the increase retroactively beyond 12 months, because he confined his demand to the hours of work in the 12-month period.

The judgment of the trial judge dismissing the action was appealed to the Court of Queen's Bench.

In the Court of Queen's Bench, Mr. Justice Montgomery, in his reason for judgment, pointed out that the main question before the court to decide was whether the council of arbitration had the right to make an amendment to its award. The council of arbitration remained in office after the rendering of the award with power to hear any dispute that might arise as to its interpretation, but Article 17 of the agreement annexed to the award contained a limitation upon the council's authority to the effect that it had no authority either to render a decision incompatible with the terms of the agreement or to change, modify or amend any part of the agreement.

Mr. Justice Montgomery considered that the council had the right to interpret the award but not to amend it. It also had the right to correct a simple clerical error. Any body, he added, having *quasi*-judicial powers must have such a right. The right of a court to correct a clerical error is expressly recognized by Article 546 C.P. In his opinion, this article was not directly applicable to the situation at bar, but the same principle might have been applicable. However, he could see no clerical error in the award in the literal or more obvious sense; it was far from clear that there was any error in the drafting of the award, which, on the points in dispute, was as clear and unambiguous as language could make it.

Mr. Justice Montgomery did not see anything in the award that was manifestly unfair or that violated common sense. In particular, it seemed natural to have made the award retroactive. The Act specifically provides for this, though it limits the retroactivity to 12 months. He did not question the good faith of the majority of the members of the council. It would appear that after they made their award, it was brought to their attention that its retroactive features would impose upon the town a more serious financial burden than they had realized, and that to this extent there was an error in their award.

However, Mr. Justice Montgomery could not accept a contention that a tribunal could amend its decision any time that it finds that it acted without full information or complete realization of the effect of such decision. Consequently, in his opinion, in amending its award, the council acted without jurisdiction, and the plaintiff was entitled to the amount due to him under the award as originally made, but with the period of retroactivity shortened from 13 to 12 months.

Chief Justice Tremblay, in his reasons for judgment, noted that the powers of the council of arbitration that rendered the decision on February 1 and February 24 were based on the following statutes: An Act respecting Municipal and School Corporations and their Employees; An Act respecting Disputes between Employers and Employees of Municipal Public Services (the Municipal Strike and Lock-out Act); An Act respecting Councils of Conciliation and Arbitration (Quebec Trade Disputes Act); and An Act respecting the Relations between Employers and Employees (Labour Relations Act).

Under Section 3 of the Municipal and School Corporations and their Employees Act, the council of arbitration was appointed for two fiscal years to hear any dispute between the municipality and its employees.

The object of the dispute under consideration was to determine what changes should be made in the collective agreement that regulated the relations between the municipality and its employees till December 31, 1952. The purpose was to determine certain rights and obligations of the municipality and its employees for a period of 24 months starting January 1, 1953.

In determining these rights and obligations, did the council of arbitration exercise judicial powers or *quasi*-judicial, or administrative powers, or *quasi*-legislative powers?

In the opinion of Chief Justice Tremblay, the council of arbitration, in rendering its ruling on February 1, did not exercise judicial power. The council did not declare rights already in existence, but the council created certain rights. Therefore, it exercised administrative or *quasi*-legislative powers.

These administrative or *quasi*-legislative powers were conferred on the council by the provincial Legislature. This was the case of delegated legislative power and such powers have to be interpreted in a restrictive sense. The provincial Legislature conferred on the council the power to create rights by an arbitration award for a period of two years. As a result of this award, the parties acquired certain rights and there should be a clear legislative provision in order to say that the legislator granted to the council the power to take away by a subsequent award the rights already acquired. Chief Justice Tremblay did not find any such legislative provision that would apply to the case under review. Therefore, he concluded that the council of arbitration did not possess powers to change the award rendered on February 1.

Finally, Chief Justice Tremblay considered Section 15 of the Act respecting Municipal and School Corporations and their Employees, which was replaced by Section 4 of the 1952 Act to eliminate delays in the settlement of disputes between employees and employers, and which reads as follows:

S. 15. Notwithstanding any legislative provision inconsistent herewith,

a. the decisions of any council of arbitration entrusted with the hearing of a dispute between a municipal or school corporation and its employees shall be without appeal and cannot be revised by the courts;

b. no writ of *quo warranto*, of *mandamus*, of *certiorari*, of prohibition or injunction may be issued against such council of arbitration or against any of its members acting in their official capacity;

c. the provisions of article 50 of the Code of Civil Procedure shall not apply to the councils of arbitration contemplated in this section, or to members thereof acting in their official capacity.

The Chief Justice was aware that the course of judicial decisions established that the kind of provision quoted above does not apply in case of denial of jurisdiction. But he did not feel it was necessary to consider this matter because the terms of Section 15, in his opinion, were not applicable to the dispute at bar. Subsection (a) did not apply because the case under review was neither an appeal nor an application to revise an arbitration award; Subsection (b) did not apply because there was no question of any proceedings with respect to prerogative writs and the court action was not directed against the council of arbitration or against any member of the council; Subsection (c) did not apply because this was not an action under Article 50 of the Code of Civil Procedure.

On the other hand, the action was brought about to obtain recognition of a right created in favour of an employee by an arbitration award. Chief Justice Tremblay recognized the existence of such right as created by the award of February, and he ignored the document signed by two members of the council on February 24 because, in his opinion, this document had no judicial value, being signed by two persons who had no power to order what they intended to order.

For these reasons, the Chief Justice would allow the appeal, reverse the judgment of the Superior Court and sentence the municipality to pay the employee the sum of $889 with interests due to him according to the arbitration award of February 1.

Mr. Justice Rivard, in his reasons for judgment, while concurring with other justices that the appeal should be allowed, raised the following matters.

When on February 24, the council of arbitration changed its former award of February 1, was the council *functus officio*? Admitting that Article 546 of the Code of Civil Procedure allows the tribunal to correct a "clerical error," was the change brought by the decision of February 24 the correction contemplated by the said article of the Code?

Regarding the first question, Mr. Justice Rivard was of the opinion that, on February 24, the council of arbitration was *functus officio* after having rendered its decision regarding the dispute submitted for its consideration. In support of this conclusion, he referred to judicial decisions and also to Russell, *On Arbitration*, 15th ed. (1956), p. 266, quoting from the latter the following passage:

The power conferred by the Section 22 is exercisable where the arbitrator is *functus officio*, for when he has made his ward he is *functus officio*. He may have power to make several awards, but even in such cases he may be *functus officio* in respect of the matters submitted to him in which he has awarded.

Regarding the second question, Mr. Justice Rivard reached the conclusion that the correction made by the council of arbitration on February 24 was not a correction of a "clerical error" that the council could rectify. In support of this conclusion, he

referred, *inter alia*, to *Paper Machinery Limited* v. *Ross Engineering Corporation* (1934) S. C. R. 186, where it was decided:

> The court has no power to amend a judgment which has been drawn up and entered, except (1) where there has been a slip in drawing it up, or (2) where there has been error in expressing the manifest intention of the court.

In Mr. Justice Rivard's opinion, the correction made by the council of arbitration in the case under review was neither the result of a mistake in calculation nor of oversight. The reading of the award of February 1 did not show any obvious error. It was possible that the council of arbitration at that time did not realize all the consequences of its award. If the council made an error it was not of the kind that the council was allowed to rectify once the ruling was made. A judge may realize that a judgment that he had rendered was faulty, but such realization does not authorize him to make a correction.

The Court, in a unanimous decision, allowed the appeal from judgment of the Superior Court, held the second arbitration award not valid, and upheld the employee's claim for the balance of wages ($889) with interests due to him as the result of the first arbitration award. *Munger* v. *Cité de Jonquière and Syndicat National Catholique des Employés Municipaux de Jonquière*, R.J. B.R. May 1962, No. 5, p. 381.

British Columbia Supreme Court...

...rules arbitration award on a specific question of law can't be set aside, no matter how erroneous

On February 9, 1962, Mr. Justice Munroe of the British Columbia Supreme Court dismissed an application to quash a ruling of the arbitration board constituted under a collective agreement, and held that when a specific question of law was submitted to a board of arbitration, its award could not be set aside, no matter how erroneous it might be.

A collective agreement between Peterson Electrical Construction Co. Ltd. and the International Brotherhood of Electrical Workers, Locals 213 and 230, provided, in Article 11, that "all employees shall be paid for all holidays as follows: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any special holiday gazetted by the provincial or federal Government."

An order-in-council published in the British Columbia Gazette declared as holidays Tuesday, December 27, 1960 and Monday, January 2, 1961, because Christmas Day, 1960 and New Year's Day, 1961 fell on a Sunday.

Article 8 of the collective agreement provided that any unresolved grievance shall be referred to a board of arbitration, whose decision shall be final and binding on both parties. Pursuant thereto, the union and the company submitted to the arbitration board, constituted under the collective agreement, the following question:

> Whether Peterson Electrical Construction Company was bound by its collective agreement to pay holiday pay for Tuesday, December 27, 1960 and Monday, January 2, 1961, in addition to the nine regular statutory holidays in each of the said years.

The majority ruling of the board was that "Tuesday, December 27, 1960, and Monday, January 2, 1961 were special holidays within the meaning of Article 11 of the collective agreement between the company and the union dated September 14, 1959, and accordingly the employees covered by the agreement should have been paid for both holidays."

The company applied to the Court under Section 14(2) of the British Columbia Arbitration Act for an order to quash the award. Section 14 (2) of the Arbitration Act reads as follows:

> Where an arbitrator or umpire has misconducted himself, or an arbitration or award has been improperly procured, the Court may set the award aside.

The company claimed that the award should be set aside on the ground that the board erred in deciding the point of law involved in the issue submitted to it for determination; that it reached its decision proceeding upon wrong principles of construction; and that the board erred in not accepting the evidence of the assistant manager of the company when he testified as to the intention of the parties in agreeing to Article 11 of the collective agreement.

The company did not claim that the board failed to answer the question specifically submitted to it. The assistant manager of the company, in his testimony before the board, said that the word "special" used in Article 11 of the agreement applied to special holidays declared in the past by the Government due to events that had occurred pertaining to Royalty, for example, the coronation of the Queen in 1953, and did not apply to holidays declared in lieu of regular holidays. In Mr. Justice Munroe's opinion, this testimony was inadmissible and no error occurred when the board failed to adopt the assistant manager's interpretation of the disputed clause.

Dealing with the company's contention that the board erred in deciding the point

of law involved in the issue submitted to it for determination, and that the board, in reaching its conclusion, proceeded upon wrong principles of construction, Mr. Justice Munroe noted that, in this respect, the company alleged that the board fell in error when attempting to determine the meaning and effect of the words "special holidays." The board interpreted not the words used in the collective agreement, but rather the words used in the proclamation.

Further, the company claimed that the board also erred when deciding that the word "special" as used in the collective agreement was redundant, and the parties had in contemplation any holiday additional to the preceding specific holiday provided that such holiday was duly gazetted. In this respect, the company relied upon the well-established rules of interpretation that it is to be presumed that every word in an agreement has some significance, and effect should, if possible, be given thereto, and the board had no right to disregard or treat as redundant the word "special" if it could give some meaning to it.

In Mr. Justice Munroe's opinion, the board did not in fact treat the word "special" as redundant or fail to give effect to it because it attributed to the words "special holidays" the meaning of "additional and as a departure from the usual or common," nor did the board fail to interpret the provisions of the collective agreement when deciding that Tuesday, December 27, 1960 and January 2, 1961 were special holidays within the meaning of Article 11 of the collective agreement and, accordingly, the employees covered by the agreement should have been paid for such holidays.

In any event, Mr. Justice Munroe concluded that the company's application had to fail because the majority of the board answered the question of law (or construction) specifically submitted to them and their award could not be set aside, no matter how erroneous it might have been.

The Court dismissed the company's application to quash the arbitration award. *Re Peterson Electrical Construction Co. Ltd. and International Brotherhood of Electrical Workers, Locals 213 and 230,* (1962), 32 D.L.R., Part 8, p. 592.

Recent Regulations under Provincial Legislation

Ontario issues comprehensive safety regulations for the construction industry
Quebec replaces vacation order, amends minimum wage order for forestry workers

In Ontario, regulations issued under the Construction Safety Act, 1961-62, prescribe the qualifications of inspectors, specify the protective clothing and devices to be provided, set out requirements for construction equipment and machinery, and lay down other detailed rules to protect workmen against construction hazards.

In Quebec, a new vacation order was issued with substantially the same benefits as before, except for the dropping of the vacation stamp system previously provided for manual workers in the building construction industry. Amendments to the minimum wage order for forestry workers clarified the provisions dealing with piecework rates and made certain other changes.

Alberta Elevators and Fixed Conveyances Act

In Alberta, the regulations respecting lifting devices previously issued under the Factories Act, which was repealed at the last session of the Legislature, have been re-issued under the new Elevators and Fixed Conveyances Act without change in the safety provisions.

The regulations dealing with belt-lifts were gazetted as Alta. Reg. 281/62 on May 31; five other regulations (Alta. Reg. 335-339/62) were gazetted on June 30. The regulations are administered by the Elevator and Fixed Conveyances Branch of the Department of Labour.

Alberta Gas Protection Act

The American Standards Association Code for Gas Transmission and Piping Systems (B.31.1.8-1958) was declared to be in force in Alberta on July 1 by an order under the Alberta Gas Protection Act gazetted on June 30 as Alta. Reg. 940/62.

Ontario Apprenticeship Act

A new regulation under the Ontario Apprenticeship Act amending the special rules for the motor vehicle repair trade was gazetted as O. Reg. 182/62 on July 28.

The term of apprenticeship in the body repair branch of the trade is now three years instead of four, if the apprentice holds a Secondary School Graduation Diploma for Auto Mechanics, Body Repair.

Ontario Construction Safety Act, 1961-62

Comprehensive new safety regulations for the construction industry, the first to be issued under the Ontario Construction Safety Act, 1961-62, were gazetted July 14, and came into force on August 1, the same day as the Act.

The Construction Safety Act, which was passed at the last session of the Legislature, implemented one of the recommendations of the Royal Commission on Industrial Safety (L.G., Dec. 1961, p. 1238). Designed to ensure safe working conditions in all sectors of the construction industry, the Act made it the duty of the employer to take every reasonable precaution for the safety of his employees; provided a penalty for a workman who endangered his own safety or that of others or who failed to wear or use prescribed protective devices or clothing; and assigned the major responsibility for enforcement to the municipalities.

A Construction Safety Branch has recently been established in the Ontario Department of Labour to enforce the Act in areas without municipal government and to aid and advise municipal officials and inspectors.

The standards to be enforced were not spelled out in the Act but were to be prescribed by regulation. When drafting the new safety rules, the Government had the advice and assistance of the Labour Safety Council of Ontario. The regulations now issued require the observance of numerous safety standards, many of them previously recommended as good practice in the Code of Construction Safety Measures set out in the National Building Code.

The regulations permit some variation in the composition of material prescribed and in the size and arrangement of the material, if the inspector is satisfied that the strength of the object and the safety of its use by workmen are not diminished.

Qualifications of Inspectors

Although the appointment of municipal inspectors is left to the municipalities, all inspectors must have the qualifications set out in the regulations.

Every construction safety inspector must be over 25 years of age, be familiar with the legislation, and must have had at least four years experience (one year if a registered professional engineer) in making safety inspections for construction workmen, in inspecting buildings or other structures, in supervising construction, or in any combination of such work.

Responsibilities of Employers

Every employer must appoint one or more competent persons, one of whom may be himself, to be in direct personal charge of workmen on each shift. It is also his duty to ensure that the prescribed equipment, materials and safeguards are provided and maintained in good condition.

In addition, the employer must keep a copy of the Act and regulations in a place accessible to his workmen and affix at the entrance to every project or at another location available to the workmen, such notice, in one or more languages, of the provisions of the legislation as will enable workmen to become acquainted with their rights, responsibilities and duties, and a notice of the name, address and telephone number of the inspector.

The regulations further stipulate that no person with authority over workmen may permit a workman to work on the project except in the manner and with the safeguards prescribed.

Personal Protective Clothing and Equipment

Personal protective clothing and equipment must be used to prevent head, eye and foot injuries, and injuries due to noxious gases, fumes, dust, or lack of oxygen. The employer must ensure that this provision is observed.

No person may work in an excavation exceeding six feet in depth, or elsewhere if he might be endangered by falling material, unless he is wearing a hard hat.

If eye injury might be caused by flying particles, hazardous substances, or harmful light or other rays, a workman must be properly protected by a screen, clear or coloured glasses, or other suitable device. Protective footwear must be worn where foot injury might result from falling or crushing objects; from hot, corrosive or poisonous substances; or from abnormally wet locations. Adequate mechanical ventilation or suitable respiratory equipment must be provided if a workman might be injured by noxious gases, fumes, dusts or lack of oxygen. No person may work or be permitted to work in any of the circumstances described above without the prescribed protective equipment.

Construction Equipment and Machinery

Safety provisions relating to the operation of construction machinery deal with automotive vehicles, power-driven cranes and shovels, pile-driving equipment, repairs to machinery, and guarding of machinery.

Only a licensed and experienced driver may operate an automotive vehicle. The wheels of a truck must be blocked while

it is being loaded on sloping ground or adjacent to an excavation, and no person may remain in or on a vehicle while it is being loaded by a power shovel or similar loading device, if the boom or the load is likely to pass over him.

Power-driven cranes, shovels and similar machines must have a ladder, or steps and a handrail, for safe and easy access to the operator's station, and the operator must be protected by a cab, screen or other overhead device. When one of these machines is in operation, no person may remain on the operating platform or within the radius of rotation of any part of the machine, unless authorized by the person in charge of the work.

When an excavating machine is not in use, the bucket must rest on the ground or other suitable support.

If the view of the operator of a crane, shovel or hoisting machine is obstructed, he must be assisted by a competent signal man. No person may ride on the load, hook or sling of a crane or other similar hoisting machine. Guide ropes or tag lines must be used to prevent rotation or other uncontrolled motion of a load being hoisted.

The working platform of a pile-driving machine must have adequate space for workmen, be provided with a guardrail, and be kept clear of ropes, tools and other materials. A wire rope or chain must be attached to the hose supplying steam or air to the hammer to prevent the hose from whipping if it becomes separated from the hammer.

A crane, hoist, derrick or other construction machine is to be carefully inspected each day before being operated. The machine is not to be used while repair or maintenance work is being done on it, and the steam or air lines are not to be repaired while subjected to internal pressure.

All machinery is to be properly guarded. No person may operate a gear, pulley, belt, chain, shaft, flywheel, saw or other mechanically-powered part of a machine that is not effectively guarded or fenced, unless it is safe because of its location or construction.

Electrical Supply

Provisions in connection with electrical hazards require the employer to take every practicable step to protect persons on the project from the dangers of electrical conductors or apparatus. Any person is prohibited from using a portable electric tool that is not effectively grounded. Areas where workmen are employed and the means of access to them must be adequately lighted.

No person may bring any object, including the boom of a crane or its load, within eight feet of an electrical power line carrying more than 750 volts, unless he has arranged for the power supply to be disconnected, or for the insulation of the conductors. This rule does not apply to a crane that is equipped with an automatic warning device or with insulation to prevent any electrical hazard. No person may operate a crane or similar lifting device closer than the length of the boom to the power line unless there is another person stationed near to warn him of danger.

Temporary Building Structures

Sufficient bracing and supports must be provided to ensure that the project will safely support all loads that it may have to bear.

Means of access to workplaces by a stair, runway, ramp, scaffold or ladder must be provided and maintained in a safe condition. There must be sufficient means of egress so that workmen can be safely evacuated from any floor in an emergency.

The maximum ascent by ladder is 60 feet, and ladders must conform to detailed specifications.

When any work on a building has reached a height of more than 60 feet above ground level, permanent or temporary stairs not less than 44 inches wide are to be provided; stairs and landings must be designed and constructed to support safely a live load of 100 pounds per square foot. Treads and risers must be uniform in width, length and height in any one flight, and a number of other specifications must be met.

Platforms, runways and ramps are to be designed, constructed and maintained so as to support safely any load to which they may be subjected and must meet certain requirements as to width and slope, and, in specified situations, must be equipped with a guardrail.

Where work cannot be safely done on or from the ground or from a building or other permanent structure, a safe scaffold must be provided. An employer is required to designate an experienced person, who may be himself, to supervise the installation of a scaffold and its use and removal. A number of general rules applicable to all scaffolds are laid down, among them the rule that a scaffold must be capable of supporting four or more times the maximum loading to which it may be subjected.

Specific standards are set out governing the materials to be used for all the common types of scaffolds and their design and construction. On a suspended scaffold, that is, a scaffold hung from overhead supports

by ropes or cables and capable of being moved up and down, each workman, where practicable, is to use a safety belt securely attached to a vertical manilla rope, $\frac{5}{8}$ inch or more in diameter, and properly fastened overhead to the project.

On a carpenter's bracket scaffold (a scaffold supported by triangular frames projecting from a wooden wall), not more than two workmen may occupy the same panel between brackets at the same time, and the loading is not to exceed 50 pounds per square foot.

One of the provisions concerning boatswains' chairs stipulates that the user must have a rope or strap guard across the front and rear of the seat unless he is wearing a safety belt attached to the lower tackle hook or to an overhead fixed support.

During construction of a building, temporary or permanent flooring must be installed in the manner specified, so that no steel erector is required to work more than two storeys or the vertical distance between column splices above the flooring, and at each floor level where other work is in progress.

Every opening in a floor or other surface used by workmen, unless protected by a guardrail, must be covered with securely fastened planks or other material capable of supporting any potential load. The regulations also define other places where guardrails must be provided and give specifications for them.

Housekeeping, Storing of Materials

Housekeeping provisions deal with the elimination of hazards on stairs and other walkways, removal of debris and nails, the location, collection and storage of tools; and the use of danger signs.

Where a temporary storage structure is used, it must be designed to withstand the loads imposed upon it. Loads must not exceed safe limits in either a temporary or permanent place of storage.

It is forbidden to store, stack or pile any building material within six feet of a floor or roof opening, the open edge of a floor or roof, or an excavation. Other provisions set out requirements for the piling of lumber and bagged materials and the stacking of masonry units, reinforcing steel and pipe.

Sanitation

Sanitation provisions stipulate that toilet accommodation of a specified standard is to be provided or made available to the workmen on a project, and an adequate supply of drinking water, obtained from a piping system or from a covered container with a faucet, must be provided. For workmen who use or handle corrosive, poisonous or other dangerous substances, there must be washing facilities with adequate clean water, soap and individual towels.

Fire Protection

Fire protection regulations relate to the provision, location, care and maintenance of fire extinguishers, and to the installation of standpipes.

At least one water-type fire extinguisher with a capacity of two imperial gallons must be provided in every workshop; in every storage building for combustible materials; where welding or flame-cutting operations are carried on; and in an enclosed building, on each storey with a floor space of 5,000 square feet or less, with an additional extinguisher for each additional 5,000 square feet.

One or more, 4-pound capacity, dry chemical extinguishers, or other equally effective extinguishers, must be provided where flammable liquids are stored or handled; oil or gas-fired heating equipment is operated; or a tar or asphalt kettle is used.

Temporary Heating Devices

Rules are laid down for the location and operation of temporary fuel-fired heating devices.

It is prohibited to store more than one day's fuel supply in a building or structure, except in a fire-resistive room constructed for the purpose. It is also forbidden to store fuel or locate a heating device in or adjacent to a means of egress.

Excavations

Safety provisions for excavations impose certain duties on the person in charge of the project. He has a general responsibility not to allow any person to enter or remain in an excavation if the provisions of the regulations are not being carried out. In addition, no person may begin an excavation until all gas, electrical and other services dangerous to the workmen have been shut off and disconnected.

Excavation work may not be carried on if it endangers the stability of an adjacent building. The walls of trenches must be cut to form a stable slope, be adequately supported by sheet-piling, or be shored and braced to withstand all loads likely to be imposed on them. The person in charge of the work must ensure that the stability of the walls is not endangered by placing vehicles or machinery too close to them.

Adequate ventilation of excavations is essential. The person in charge of the work must ensure that the safety of workmen

is not endangered by harmful gases or fumes, and, if gases or fumes exist in an excavation, suitable mechanical ventilation must be provided. It is forbidden to operate an internal combustion engine in an excavation unless steps are taken to ensure that exhaust gases and fumes do not accumulate. The person in charge of rock-drilling operations must ensure that an adequate supply of water is available at the drill hole to eliminate dust hazards to workmen.

An excavation must be properly fenced, guarded or barricaded to prevent persons from falling into it. The sides of an excavation and all piles of excavated or other material must be marked by lighted lanterns or flares when operations are suspended and during darkness.

Use of Explosives

Definite obligations are imposed on the person in charge of work that involves the use of explosives. He is prohibited from allowing or designating an inexperienced person, unless personally supervised by an experienced person, to handle, transport, prepare or use dynamite or other high explosives; he must post in the field office and at magazines the names of persons authorized to perform these duties; and he must designate one person to be in charge of blasting operations, who must enforce his orders and directions and supervise the fixing of charges and other blasting operations.

Demolition

The regulations governing the demolition of buildings and structures set out requirements with respect to certain preliminary and general precautions, structural devices employed in demolition, removal of components of the structure being demolished, and mechanical demolition.

No person may begin demolition of a building or structure until he has taken measures to prevent injury to any person in or near the project or on the adjoining property. Also, arrangements must have been made to disconnect and cap gas, water, steam and other services to the project.

If a structure to be demolished has been damaged previously and may collapse accidentally, it must be temporarily braced or shored, or other measures must be taken to prevent injury to workmen while it is being demolished.

During demolition operations no workman may enter or be permitted to enter any area where he might be injured by materials or debris.

Provisions concerning structural devices employed in demolition deal with means of egress, supports for hoisting equipment, and temporary flooring and scaffolding. During demolition operations every means of egress must be protected from falling material. Derricks and other hoisting equipment must be adequately supported. No workman may stand on top of a wall, pier or chimney to remove material from it, unless there is safe flooring, scaffolding or staging on all sides within 12 feet from where he is working. Scaffolding must be self-supporting and independent of the structure being demolished.

With respect to the removal of structural components, all glass must be removed before demolition commences. The work must then proceed from the highest to the lowest point of the project; in steel skeleton type buildings, however, if the masonry and other loose material are removed from the top to the bottom, the steel frame may be left in place during demolition of the masonry.

The work above each tier or floor must be completed before the safety of its supports is impaired. The regulations set out requirements for the removal of masonry and the disconnection of trusses and girders.

No person may stack any material or debris in such a manner that it can injure any workman. Rubbish and debris must be lowered to the ground by suitable containers or chutes, which must be of a certain standard. Objects larger than rubbish or debris must be lowered by a crane, hoist or other mechanical means. When a structure has been demolished, the basement or other excavation must be properly fenced, or, if construction will not proceed immediately, backfilled to grade level.

The regulations governing mechanical demolition apply to demolition by a heavy weight suspended by cable from a crane or other hoist machine; by a power shovel, bulldozer or other vehicle; or by other powered mechanical device. If this type of demolition is to be employed, the height of the project must not exceed 80 feet.

The person in charge of demolition is responsible for ensuring that no person except a workman enters a demolition zone, and that only workmen directly engaged on mechanical demolition enter the zone while the project is being mechanically demolished, or enter or are on the structure at any other time.

A mechanical demolition device must be operated from a safe location. If a swinging weight is used for demolition, the sup-

porting cable must be of such length or so restrained that the weight will not swing against any other structure.

Working over Water

If workmen are working over water with risk of drowning, the employer must provide one or more of the following types of rescue equipment as approved by the inspector: (1) a boat equipped with a ring buoy and boat-hook, (2) a line to which are attached floating planks or other floating objects capable of supporting persons in the water, and (3) a life vest for each workman who might fall into the water. He must also designate one or more persons to be available to perform rescue operations when an alarm signal is given.

A safety belt or life net is to be provided for the use of a workman employed on a bridge more than 50 feet above water or land, if there is no scaffold or similar device to prevent his falling from his working position. This provision does not apply, however, where the work of placing structural members prevents the use of such protective measures.

Ontario Human Rights Code

The Ontario Human Rights Code, a consolidation of the province's anti-discrimination legislation (fair employment practices, equal pay and fair accommodation practices), was brought into force on June 15 by a proclamation gazetted June 16.

Regulations gazetted the same day, O. Reg. 130/62, prescribe the forms to be used when filing complaints of discrimination.

Ontario Trade Schools Regulation Act

An amendment to the regulations under the Ontario Trade Schools Regulation Act provides that every contract for a course of instruction must now show the date on which the course is to begin. The new regulation, O. Reg. 139/62, was gazetted June 23.

Quebec Minimum Wage Act

The Quebec Minimum Wage Commission has revised its vacation order, the principal change being the dropping of the stamp system of vacation credits previously provided for manual workers in the building construction industry. The new order, No. 3, 1962, was approved by O.C. 1064 and gazetted July 14 to remain in force until May 1, 1963.

Another order gazetted the same day, O.C. 1065, amended the provisions in the recent forestry order (L.G. June, p. 734) dealing with piecework rates, vacation with pay, board and lodging and transportation expenses.

Order No. 3, 1962—Vacations with Pay

The new vacation order provides substantially the same benefits as the 1957 order it replaces (L.G. 1957, p. 354). Employees, as before, are entitled to an annual vacation with pay of at least seven days after a year's continuous service with one employer. Employees who have not worked a full year must be given a half-day for every calendar month worked. The vacation must now be given within six months instead of 12 months from date of entitlement.

As before, the order stipulates that certain periods are not to be considered a break in service provided the employee does not hold any other paid employment. These include: absences because of illness provided the employment contract is not cancelled, the vacation period, days on which the establishment remains closed, the period of notice, and authorized leave. Under the revised order, time lost because of a strike is also to be overlooked when calculating service for vacation with pay purposes.

The order again provides that every employee must be given his vacation pay before his vacation begins. As formerly, vacation pay is to consist of the wages he would have earned for the week, if paid by the week or longer period, or two per cent of wages earned during the vacation year (May 1 to April 30), including vacation pay, if paid on any other basis.

Employees paid exclusively by commission who have worked at least three consecutive months for one employer must be given a vacation indemnity equal to two per cent of net earnings after deductions for selling expenses have been made. The order again stipulates that this vacation indemnity may not exceed two per cent of $1,000 of commission per month or $12,000 for 12 months.

When a contract is cancelled, the employer is again required to give the employee a vacation indemnity consisting of the vacation pay to which the employee is entitled, if he has not taken his vacation, plus two per cent of wages earned since the May 1 preceding the date of termination. Now, however, the employer is not obliged to pay this indemnity if the employee has been granted the equivalent of two weeks paid vacation in the 12 months preceding the date of cancellation of his contract.

As indicated above, the stamp system of vacation credits previously provided for manual workers in the building construction industry whose services were not continuous has been abolished. Instead of being given vacation credit stamps every payday, such employees must now be given an indemnity as described above on termination of employment. Recent construction decrees under the Quebec Collective Agreement Act have also abolished the vacation stamp system.

Construction workers who are employed full-time by one employer must, of course, be granted an annual vacation with pay.

Order No. 39, 1962—Forestry Operations

When the forestry order was revised last April, rates for pieceworkers and jobworkers in pulpwood operations were set without regard to the size of the logs (L.G. June, p. 734). The amending order does not change the actual rates set but makes it clear that these piecework rates apply to persons in pulpwood operations who cut four-foot logs.

The revised order stipulated that, whatever the piecework rate specified in the contract, a pieceworker engaged in cutting pulpwood must not receive less than $11 per working day. The amending order permits an exception to be made in the case of pieceworkers and jobworkers who do not live in the camp and whose working hours cannot be easily controlled or supervised. If the contract so specifies, these employees may now be paid only for wood cut at the applicable piecework rate.

Another amendment makes it clear that other pieceworkers may be paid at the rates agreed upon in the contract, provided their earnings are not less than $11 per working day.

The section was modified that provided that an employee whose services had been terminated in the normal manner and who, through some fault of the employer, was obliged to wait in the camp for his scaling slip and wages must be supplied with free board and lodging while waiting for settlement. Under the amended order, the employer is not obliged to provide these services if the employee has not given at least 48 hours notice.

The provision requiring an employer to pay an employee's transportation and lodging expenses to and from a camp was also amended. Now an employer is not obliged to pay for any expenses incurred by an employee who travels in his own car or as a passenger in another private car.

The order previously stated that if an employee travelled while a camp was in operation, the employer could deduct for services any sums specified in the contract except gate tolls. Now such deductions are permitted only if the employee quits voluntarily without having worked at least 12 days.

The revised order provided that every forestry worker must be given vacation pay equal to two per cent of earnings upon termination of employment. An amendment states that this rule does not apply to employees governed by an existing collective agreement under the Labour Relations Act providing for a vacation plan or indemnity for the term of the agreement but not after April 30, 1963.

Saskatchewan Gas Inspection and Licensing Act

A new order under the Saskatchewan Gas Inspection and Licensing Act adopted the latest edition of the CSA code for gas burning appliances and equipment (B149-1962) in place of the 1958 edition previously used. The new order, O.C. 1090/62, was gazetted July 6, to go into force July 1.

Labour Standards Legislation

(*Continued from page 1019*)

Minimum Wages

The changes in the penalties section of the Saskatchewan Minimum Wage Act, which went into force on May 1, were designed to strengthen enforcement procedures. In addition to the fine, an employer convicted of a contravention of the minimum wage legislation, may now be required to pay, not only the difference between the wages paid and the minimum wage, but also any sum to which the employee is entitled or an amount equal to any excess charge or deduction, as the case may be.

The maximum counsel fee payable to the complainant's solicitor was raised from $25 to $100.

UNEMPLOYMENT INSURANCE AND NATIONAL EMPLOYMENT SERVICE

Monthly Report on Operation of the Unemployment Insurance Act

Number of claimants for unemployment insurance benefit at end of June was 19 per cent below end-of-May total and 20 per cent below last year's June total, statistics* show. Initial and renewal claims filed during month also decline

Claimants for unemployment insurance benefit numbered 214,300 on June 29. This was nearly 19 per cent below the total of 263,900 at the end of May and almost 20 per cent below the total of 266,900 at the end of June last year.

The distribution of persons on continuous claim at the end of June was on the whole little changed from that of a year earlier, but the proportion of males on claim for 13 weeks or more was a little lower, being 33 per cent instead of 37 per cent. The proportion of males on claim for less than 5 weeks was a little higher, viz., 40 per cent instead of 37 per cent.

Initial and Renewal Claims

Initial and renewal claims filed at local offices in June numbered 93,500, which was 45,000, or 32.5 per cent, fewer than in May, and 19,400, or about 18 per cent below the total in June 1961.

Initial claims during June numbered 59,200. This figure included 8,500 claims from persons who had exhausted benefit and were seeking re-establishment of credits. The total of 93,000 initial claims in the previous month included 35,000 by persons who had exhausted benefit.

Beneficiaries and Benefit Payments

The average weekly number of beneficaries in June was estimated at 190,000, compared with 430,000 in May and 249,600 in June 1961.

Payments during the month amounted to $18,700,000, in comparison with $45,400,000 in May and $25,900,000 in June last year.

The average weekly benefit payment was $23.45 in June, $23.99 in May and $23.57 in June 1961.

Insurance Registrations

Reports received from local offices of the Unemployment Insurance Commission for June showed that insurance books or contribution cards had been issued to 4,191,351 employees who had made contributions to the Unemployment Insurance Fund at one time or another since April 1, 1962.

At June 30, registered employers numbered 336,201, a decrease of 875 since May 31.

> In a comparison of current unemployment insurance statistics with those for a previous period, consideration should be given to relevant factors other than numbers, such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation.
>
> Claimants should not be interpreted either as "total number of beneficiaries" or "total job applicants."
>
> A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is made. As a result, the count of claimants at any given time inevitably includes some whose claims are in process.

Enforcement Statistics

During June, 9,567 investigations were conducted by enforcement officers across Canada. Of these, 6,013 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions, and 150 were miscellaneous investigations. The remaining 3,404 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions were begun in 266 cases, 117 against employers and 149 against claimants.* Punitive disqualifications as a result of false statements or misrepresentations by claimants numbered 1,984.*

Unemployment Insurance Fund

Revenue received by the Unemployment Insurance Fund in June totalled $27.501,-

* *See* Tables E-1 to E-4 at back of this issue.

*These do not necessarily relate to the investigations conducted during this period.

857.13, compared with $26,564,030.77 in May and $26,108,825.20 in June 1961.

Benefits paid in June totalled $18,709,-181.42, compared with $45,409,413.89 in May and $25,890,433.13 in June 1961.

The balance in the Unemployment Insurance Fund on June 30 was $28,643,-838.46; on May 31 it was $19,851,162.75 and on June 30, 1961 it was $110,270,-314.33.

Monthly Report on Operations of the National Employment Service

Placements effected through the local offices of the National Employment Service increased in July, both seasonally and on a year-to-year basis. Slightly fewer than 135,000 placements were made, an increase of 30.6 per cent over the number in July a year ago, and of 7.5 per cent over that in June 1962.

Placements of men amounted to some 85,400, up over last year's total by 29.4 per cent; placements of women, at some 49,600, rose by 32.8 per cent.

Some 5,550 of the placements effected in July involved the movement of workers from one local office area to another, through the clearance facilities of the National Employment Service.

Regionally, the following percentage changes from July 1961 were reported:

Atlantic	— 1.5
Quebec	+28.3
Ontario	+29.8
Prairie	+22.7
Pacific	+55.6

The sharp gain in the Pacific Region is primarily the result of shifts in the agricultural season; as the harvest season this year was some two or three weeks later than usual, the region made up in July the decrease recorded in June.

Because of seasonal fluctuations especially influential at this time of the year, cumulative totals tend to be more reliable indicators. During the first seven months of 1962, some 727,000 placements were made, a higher total than that during the corresponding period in 1961 by 25.2 per cent, than 1960 by 39.8 per cent, and than any previous year since 1945.

Some 154,000 vacancies were notified to NES local offices by employers during July, an increase of 29.1 per cent over the number last year. This increase was similar to the rate of increase in placements. Vacancies for men totalled 97,000, and for women, 57,000. During the first seven months of 1962, some 865,000 vacancies were notified, a higher number than in the corresponding period in any previous year since 1947.

Decisions of the Umpire under the Unemployment Insurance Act

Decision CUB 2008, June 29, 1962

Summary of the Main Facts: The claimant filed a renewal application for benefit on November 15, 1961, and was registered for employment as an asbestos worker. He had worked as an insulation asbestos worker for J——— Limited at a wage of $2.60 an hour from October 31, 1961 to November 9, 1961.

His explanation for separation from this employment on the latter date reads:

Terminated. "Failing to comply with company policy." The company policy was for each worker to fill out daily work reports and weekly time sheets. This is against our international union constitution. We were told either to fill out these forms or have our employment terminated. U.I.C. employment officer has gone into this matter with the union and the company. Unemployed, capable, and available since 9 November 1961.

In the confirmation of separation, the employer, on November 17, 1961, indicated as follows:

He was requested to *continue* to fill out daily records for accounting purposes. He refused to do so and we had no alternative but to terminate [his employment].

On November 24, 1961, the local office of the Commission requested further information from the claimant and the employer regarding the separation. The claimant replied as follows:

The below paragraph was taken from a letter sent to me from our head office; the local union was always against this policy of the company's, but never took any decisive action till now.

"Your second question with reference to our membership being required to sign time cards and cards showing amount of production completed at the end of the day noted. With reference to the signing of time cards we find no objection to this, however, under no circumstances is our membership to report on its daily production. Our membership acting as foreman can, if requested by the employer, give the amount of production of his crew for a specified time, but under no circumstances will this be broken down to the point of showing daily individual effort."

The employer's reply, dated November 28, 1961, read as follows:

We have your further request for information on the above claims and we wish to advise what actually took place causing us to discharge these two employees.

Our employees are instructed to complete daily progress records. On one of our projects . . . a group of the employees decided that they would no longer carry out our instructions and they were informed that unless they complied with company policy, we would have no other alternative but to terminate their employment. As this is not a breach of the union agreement, we are quite within our rights to have these men supply us with the information requested.

We would mention that any information of this nature that is supplied by the employee is completed during his regular working hours, and he is not required to do this on his own time. The two individuals refused to carry out our instructions and therefore [they were discharged].

The insurance officer disqualified the claimant and suspended benefit from November 12, 1961 to December 16, 1961 inclusive, on the ground that the claimant had lost his employment by reason of his own misconduct (Section 60(1) of the Act).

The claimant appealed to a board of referees on December 22, 1961, and stated:

. . . My reasons for appealing this case is that, first, I feel that the foreman is quite capable of keeping our record of daily work, and this type of recording is more in a managerial capacity, than for a common worker to fill out. I also feel that by filling out these footage records, that a man puts himself in a precarious and delicate position of stating the amount of work he has done per day . . . but individual working efforts are not stable and usually fluctuate, depending upon job site conditions . . . I am convinced that, although the company says that the records are used for costing the jobs, they could be used against the individual to show the working efforts of a man on a per-day basis.

Another reason why I feel that we do not have to do this record keeping is that it is not in our agreement as such, and I feel that it is contrary to our union's principle . . . I am presently working at . . . and do not know if I will be able to make it into town for a hearing, however, I would like to submit our union representative's name to act on my behalf if I am unable to attend . . .

A board of referees heard the case on January 31, 1962. The majority decision of the board reads in part:

2. The claimant was present for the hearing and was accompanied by . . ., another employee in the same type of business. The claimant was asked by his employer to fill out daily work reports. These work reports enable the employer to determine what was done and what materials were used on any particular construction job.

The employees involved belong to the . . . union. After the request was made, a secret ballot was taken and 15 persons voted; 11 voted against filling in these forms, and the employer dismissed 8 of these 11. Since that date, six of the original eight have been rehired. The claimant's companion was one of the employees that was released and rehired.

The claimant presented a letter to the board dated 17 November 1961, addressed to . . . business agent of this union, which stated in part, "under no circumstances will this be broken down to the point of showing daily individual effort," and was signed by . . ., the general secretary-treasurer of the union. However, when questioned, it was clearly indicated that this was not a part of the work contract, and that there appeared to be nothing *pro* or *con* in the agreement in relation to this point.

The claimant stated to the board that "I refused to fill in the cards asked by my employer and lost the job because of this."

3. The claimant has been engaged in this industry for some 10 years and it was the majority decision of the board that the claimant admitted that he knowingly violated the company rules and disobeyed instructions in filling in these time cards. Under these circumstances, the majority decision of the board finds that this proves misconduct in fact and in law. The claimant did lose his employment with J. Limited on 9 November 1961, by reason of his own misconduct, and the decision of the insurance officer in suspending benefits from 12 November 1961 to 16 December 1961 is correct.

4. (The appeal was dismissed by the majority decision.)

The dissenting member of the board of referees stated:

In dissenting [with] the majority opinion, the submission shows quite clearly that the employment was terminated by the employer because of failure of this particular employee to carry out orders. CUB 1464 states that refusal to obey the orders of an employer shall not be considered misconduct if the order given by the employer was of an unreasonable nature under the circumstances.

We feel [that] there are two important principles involved in this decision. First, the order given by the employer was not a reasonable one under the circumstances, in that it tended to put the individual workman on the spot insofar as actual production of this particular job was concerned [and] it did not take into consideration the various difficulties that can be encountered on work of this nature. The employer's request that a daily statement of

every item of material, no matter how small, must be accounted for by the individual workman, was in itself an unreasonable request in this type of work. [The second principle is] that people working under a collective agreement take on the responsibility collectively, and the constitution of this particular union forbids its members to submit daily individual production records, while not objecting to the signing of daily time sheets, so that the request of the employer to the individual union members to have this done was, to my mind, very unreasonable.

The . . . Association of which the claimant is a member, appealed to the Umpire. Its submission reads:

In the records of the proceedings and decision of the board of referees, in Section (2), paragraph 2, it is recorded that the claimant's companion was one of the employees that were released and rehired, and as the records indicate, several other employees [also] returned to their jobs, [which] can mean only this to me, that . . . the several members on that project, who only had six or seven months employment to their record, chose to return to work rather than face several more weeks of unemployment. To this day, the same members feel exactly the same way they felt when they were [discharged] due to the unfortunate incident.

[Concerning] Section (2), Paragraph 3, where the records indicate that the contract neither reads that footage records are, nor should be kept; it can also be stated that neither does our contract read that any footage records are to be kept by an individual or as a group.

In my opinion, . . . our Article 13 of the agreement, effective at that time, is at least descriptive in its statement that members of this local are employed to "apply insulation," not to estimate their work for the day.

To further this question on contracts and agreements: this very same incident arose in our proposed agreement for the incoming year, and it was agreed upon by both parties, after a lengthy discussion on the matter by our Vice President of Canada, that only "ONE" insulator will keep a record of footage on an individual project or job site; here we have the company agreeing that this footage policy is only for its files, to calculate the production and progression of all jobs, and the union agrees that management has this right. But the union also agrees that only ONE man is rightfully [engaged] in this capacity—to record the results of a day's work—and that is the foreman.

Once again, the contractors have inserted a clause under "management's rights" in our new [proposed agreement] whereby any company policy and/or rule as laid down by the company, allows it the right to [include] practically anything it may care to set down. This could result in many grievances. What our local did was to insert a few lines asking that whatever policy the contractors wish to enforce, it is not to conflict with the union's policy or principles. This I feel at least gives us a chance to protest or dispute the ruling.

I have recently visited the job site and checked to see if footage records are still being used; the foreman showed me his records of all footage sheets signed by himself, so to this day no one is maintaining his own record of work.

The Association requested an oral hearing before the Umpire, which was held in Ottawa on June 20, 1962. The claimant was represented by Mr. . . ., one of [the Association's] officers, and the Unemployment Insurance Commission by Messrs. . . ., solicitor and insurance officer respectively.

Considerations and Conclusions: On the facts before me, I see no valid reason to disturb the majority decision of the board of referees.

The claimant has adduced no evidence to show that his case was one which came within the purview of Section 61 of the Act, nor has he proved that his employer's order to complete daily progress records, was such as to constitute a breach of the existing contract of employment.

Moreover, it would seem that, as the point in question was settled to the satisfaction of the interested parties shortly after the claimant's dismissal, he was too hasty in his action.

I consequently decide to dismiss the Association's appeal.

Decision CUB 2022, July 13, 1962

(*Translation*)

Summary of the Main Facts: The claimant filed a renewal application for benefit on November 2, 1961, . . . and registered for employment as a welder. He stated at that time that he had last worked as a welder at $2.60 an hour for Canadian ———Co. Ltd., from June 19 to October 27, 1961, when he was laid off because of a mass layoff.

On November 28, 1961, the claimant informed the local office that he had worked on November 17, 1961, for E——— Company Limited as a welder at $2.30 an hour, and that he had been forced to leave his employment on the same day for the following reason:

I have belonged to the . . . Association . . . for the past 15 years. The E . . . Company Limited was not covered by our union but by the [XYZ Union]. On the day I arrived at my employer's plant, the Association representatives told us that it would cost us $500 in fines if we continued working. There were six of us who had to leave for this reason. I was referred to this employment by the . . . employment service office . . .

On December 12, 1961, the insurance officer disqualified the claimant from benefit from November 19 to December 30, 1961 for having voluntarily left his employment on November 17 without just cause (section 60 (1) of the Act).

On December 14, 1961, the claimant made the following statement:

(The) . . . employment office referred me to E——— Company Limited at the construction project of P——— Limited. I am a high-pressure welder and I belong to the . . . Association. The constitution of this union requires us to work only in places where there is a collective agreement, failing which we are liable to a $500 fine. P——— Limited already had a collective agreement with our union, but later this agreement was annulled. I learned this on the premises. I was advised by other members of the Association that if I continued to work there, I would be liable to pay the fine. I shall furnish proof to this effect.

On December 29, the claimant also forwarded to the local office a letter from the secretary of his union, pointing out to him the "severe penalties" to which he was exposing himself as a member "working on this project." This letter was accompanied by a copy of a motion adopted by the local of which the claimant is a member on September 6, 1961, under the terms of which a fine of $100 was imposed upon any member of the union working for E——— Company and H ——— Company in the P—— Limited project.

It seems that the local of which the claimant is a member, which has neither a constitution nor regulations of its own, is governed by the charter and regulations of the Association. An extract from the charter of the Association, which is contained in the record, is as follows:

Jurisdiction

Sec. 2. The jurisdiction of territory of the Association embraces the United States and Canada, and its trade jurisdiction shall include all branches of the pipe-fitting industry. In it alone is vested the power to establish local unions, and its mandates must be obeyed at all times and under all circumstances. To the . . . Association . . . is reserved the right to decide all matters pertaining to trade and territorial jurisdiction of its affiliated local unions, and no local union is conceded territorial jurisdiction other than the current working day in said territory; . . . to local unions is conceded the right to make necessary laws and agreements for local government which do not conflict with the laws of the . . . Association.

Sec. 3. The . . . Association, having full and exclusive jurisdiction over the plumbing and pipe-fitting industry, including the supervision, fabrication, installation and maintenance of plumbing and pipe-fitting installations of every description and character, shall be composed of journeymen and apprentices of one craft without jurisdictional lines of demarcation.

. . . There shall be but one trade craft in the plumbing and pipe-fitting industry for all journeymen and apprentice members of the . . . Association, and all [these] members of the . . . Association shall be permitted, without restriction or bar, to perform all work governed by the trade jurisdiction of the . . . Association.

Conditions of Work

Sec. 209. No member of the . . . Association shall be permitted to work on any job where men other than members of the . . . Association are installing work which comes under the jurisdiction of the . . . Association. Local unions failing to comply with this law shall be subject to discipline in the form of an assessment, suspension or expulsion by the General President of the . . . Association, regardless of any agreement between employer and employee, except where, in the judgment of the General President . . ., it is deemed otherwise.

On January 2, 1962, the claimant appealed to a board of referees and stated:

. . . If I left my work on November 17 last with E——— Company Limited at the P——— Limited project, it was because the union of which I have been a member for about 15 years would not allow me to remain employed by this company without penalty of a fine and even expulsion.

As this union gives me work fairly often, I cannot allow myself to go against its rules . . .

On February 22, 1962, the board of referees met. The claimant was present. The board unanimously allowed the appeal. Its decision reads in part as follows:

. . . On November 17, 1961, the claimant left to go to work for E——— Company Limited at the P——— Limited project. On that project, the workers are represented by the [XYZ Union].

After arriving on the job, the claimant was warned at the gate, by members of his union, to leave the place in a hurry or he would be liable to penalties imposed by the general membership of the . . . Association . . .

Irrespective of the standing of the Association in question, the claimant was justified in belonging to it and in wishing to remain in it. Consequently, he did not leave his employment voluntarily and, therefore, he left it with just cause.

Regarding the second point in question, it seems in order to mention that the . . . Association is more or less a union trust which aims to place under its exclusive jurisdiction all the qualified high-pressure welders in such a way that, according to the opinion of the higher officials in the said union, the employers will be forced to get in touch with the union local to obtain employees with the required qualifications as specialized welders.

Moreover, the union in question, by levying a higher rate of dues than the average, offers to its employees services which justify them to belong to the . . . Association exclusively.

It is worthy of note that . . . there are 821 locals which allow the union in question to transfer its members while guaranteeing them much better conditions of employment than can be found elsewhere.

Union solidarity requires that, in order to be a member of the union, its rules shall be followed to the letter under penalty of expulsion and even more . . .

On April 18, 1962, the insurance officer appealed to the Umpire. On May 1, 1962, he sent to the Umpire's office, with the appeal documents, a submission containing

his reasons for appeal. The submission reads in part as follows:

10. It is submitted that the board of referees erred for the following reasons:

11. In accepting the employment, the claimant was familiar with the conditions of work. The pay offered was at the current rate of remuneration for the district where he had gone to work, that is, at the rate recognized by good employers and observed by agreement between the employer and the [XYZ Union], which is the bargaining agent for the employees of E——— Company Limited on the P——— Limited project (Section 59(2)(b) of the Act). The claimant has given none of the usual reasons which would constitute just cause; however, he has invoked the provisions of Section 61 of the Act and specifically Subsection (b) of Section 61.

12. Admittedly, the claimant, is not disqualified under the terms of Section 60 of the Act for having voluntarily left his employment, if he has proved, in conformity with the requirements of Section 61, that in continuing in his employment at the P——— Limited project, he would have lost the right . . . to continue to be a member and to observe the lawful rules of . . . [the . . . Association . . .].

13. It is incumbent upon the claimant to prove that he would have lost his right to continue to be a member and to observe the lawful rules of his union (CUB 54).

14. The evidence submitted by the Claimant and the complete text of the constitution and regulations obtained from the . . . Association . . . contains no specific provision stipulating that the claimant would have lost the right to continue to be a member of this union, if he had remained in his employment at the . . . Limited project. Thus the claimant had not adduced the evidence which was required from him on this point.

15. It would seem that, in order to be entitled to the protection provided by Section 61(b) of the Act, the claimant must prove that he would have lost completely and not partially the right mentioned in Subsection (b). Thus it would not be sufficient to prove that he would have lost the right to observe the lawful rules of his union; he should prove also that he would have lost the right to continue to be a member. However, even if it were sufficient to establish that the claimant would have lost the right to observe the lawful rules of his union, we submit that the following points ought to be examined.

16. The evidence shows that the constitution and regulations of the . . . Association . . . contain, in Section 209, a rule prohibiting members of this union from working on any project whatsoever where there are workers who are not members of the same union employed on any job whatsoever over which this union has declared it has jurisdiction. In Sections 2 and 3 of its constitution and regulations, this union declares its jurisdiction as extending over all of the United States and Canada, in all branches of the plumbing and pipe-fitting industry, including installation and maintenance.

17. However, it has not been established that this rule of the . . . Association . . . is a lawful rule. We submit that this rule is not lawful within the meaning of Section 61(b) of the Act for the following reasons:

18. The first reason is that the application of this rule would amount to giving to the . . . Association . . . the power to decide that employment on a project not operating as a closed shop by virtue of its own collective agreement could be abandoned or refused by anyone of its members for that sole reason, without being subject to the disqualification laid down in the Unemployment Insurance Act. The Unemployment Insurance Act would thus provide a powerful boycott weapon that could be used by the . . . Association . . . against employers who have no labour agreement with it, and would establish a preference in favour of the . . . Association . . . as against any other trade union representing the workers in the same trades.

Certain fundamental principles would be undermined, in particular that of impartiality recognized in the Unemployment Insurance Act with respect to the relations between employers and unions of workers or relations between two unions, [and] the principle of equality for all under the Unemployment Insurance Act [also] the principle to the effect that the questions of suitable employment, good cause for refusing employment or just cause for leaving employment, must be decided by the authorities vested with the power to make decisions and appointed to do so under the Act, and . . . such a power cannot be delegated to outside persons.

19. A second reason for concluding that this particular rule is not a lawful rule, is that the . . . Association . . . does not have the power of determining its own jurisdiction contrary to the law of the country. Under legislation of the Province of . . . (Labour Relations Act), the power to represent on that project the workers in the plumbing and pipe-fitting industry, including welders in this trade, belongs to another union which is affiliated with the [XYZ Union] . . . and it is this other union which is a party to the collective agreement in force on these projects of P . . . Limited.

The assumption of jurisdiction contained in Sections 2 and 3 of the constitution and regulations of the . . . Association . . . is, therefore, not lawful, as it is in conflict with the jurisdiction which belongs to another union under the law. It follows that the rule contained in Section 209 of the constitution and regulations of the . . . Association . . . is not lawful insofar as it purports to apply to a particular project coming under the jurisdiction of another union according to the law.

20. For these reasons, we submit that the board of referees' decision must be reversed and the decision of the insurance officer reaffirmed.

Considerations and Conclusions: According to the evidence, it is the claimant who took the initiative in bringing his employment to an end, and his employer at that time was prepared to retain him even if he was a member of the workers' association in question in the present case. Insofar as the employer was concerned, the claimant could have continued to be a member of the Association and to observe the lawful rules thereof.

Consequently, the present case is not one which gives rise to the application of Section 61 of the Act; it must be decided solely

under Section 60, and the question is one of whether the claimant had "just cause" for voluntarily leaving his employment on the ground that the union to which he belonged did not allow him to remain in the employment of E——— Co. Limited, "under penalty of fine and even expulsion." I consider that he did not have just cause.

The workers' association of which the claimant was a member was neither directly nor indirectly one of the parties to the contract of employment under which he held his job. Therefore, the pressure which the Association exerted on the claimant was, objectively speaking, a matter which had nothing to do with the contract of employment, the conditions of which he had freely accepted and, consequently, was a question of a purely personal nature between him and his Association.

If it were recognized that, in a case of this kind, a claimant could avail himself of the exceptional provisions of Section 61, this would be admitting that the Unemployment Insurance Act gives to others than insurance officers, boards of referees and the Umpire the power to decide the question of entitlement to benefit; and to others than the Unemployment Insurance Commission the power to make regulations, which seems to me to be an impossible thing. I believe, on the contrary, that the provisions of Section 61 were made solely to protect the employee, as an individual, against an employer who might take the initiative of preventing him from becoming, from continuing to be, or from refraining to become a member of a workers' association and of making him lose his unquestionable right in that matter.

For these reasons, I decide to reverse the unanimous decision of the board of referees and to allow the insurance officer's appeal.

Canadian Association of Administrators of Labour Legislation

Industrial Relations, manpower training, and recent legislative and administrative developments were the principal subjects of discussion at the 21st Conference of the Canadian Association of Administrators of Labour Legislation, held in St. John's, Nfld., July 10 to 13.

The delegates were welcomed by Hon. Charles H. Ballam, Minister of Labour, Newfoundland, and His Worship Mayor H. G. R. Mews of St. John's.

In opening the conference, Mr. Ballam commended the Association for the useful service it had provided to the Labour Departments of all provinces. In particular, the Association had been of great benefit to Newfoundland in the organization of its Department of Labour, he said.

"Labour legislation is not simply a cold, legal business," he continued. "Labour laws are required for the benefit of all the people, labour and management combined, and must function to provide for the greatest good, resulting in the better economy of the country."

At the industrial relations session, a panel of federal and provincial officers discussed the question: How effective are present concepts, procedures and techniques of collective bargaining?

The theme of the manpower training session was "Manpower Training Needs in a Dynamic Economy." The role of a provincial Department of Labour and a Department of Education in meeting those needs was discussed, with special emphasis on the training of unemployed persons, tradesmen and technicians in industrial plants and on apprenticeship, trade and other occupational training.

The officers of the Executive Board of the Association for 1962-63 are: R. E. Anderson, Deputy Minister of Labour, Nova Scotia, President; G. T. Dyer, Deputy Minister of Labour, Newfoundland, 1st Vice-president; W. H. Sands, Deputy Minister of Labour, British Columbia, 2nd Vice-president; W. Elliott Wilson, Q.C., Deputy Minister of Labour, Manitoba, Immediate Past President; and Evelyn Best, federal Department of Labour, Secretary-Treasurer.

The Association brings together annually the deputy ministers and senior officers of the federal and provincial Departments of Labour and others concerned with the administration of labour laws.

About 50 persons attended the 1962 Conference. In addition to senior labour department officials and five provincial Ministers of Labour, there were in attendance representatives of the Unemployment Insurance Commission, the Newfoundland Department of Education, the Canada Branch of the International Labour Office, the International Association of Governmental Labor Officials of the United States and Canada, and the Association of State Mediation Agencies (United States).

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during July

Works of Construction, Remodelling, Repair or Demolition

During July the Department of Labour prepared 146 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition. In the same period, a total of 173 contracts in these categories was awarded. Particulars of these contracts appear below.

In addition, 157 contracts not listed in this report and which contained the General Fair Wages Clause were awarded by Central Mortgage and Housing Corporation, Defence Construction (1951) Limited and the Departments of Defence Production, Post Office and Public Works.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under this heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in July for the manufacture of supplies and equipment were as follows:

Department	*No. of contracts*	*Aggregate Amount*
Central Mortgage and Housing Corporation	1	$ 19,365.50
Defence Production	165	1,007,182.00
Post Office	4	77,729.00

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage deemed to be required in the execution of the work. These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classification to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate; but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Wage Claims Received and Payments Made during July

During July the sum of $4,560.70 was collected from five contractors for wage arrears due their employees as a result of the failure of the contractors, or their subcontractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 140 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during July

(The labour conditions of the contracts marked (*) contain the General Fair Wages Clause providing for the observance of current or fair and reasonable rates of wages and hours of labour not in excess of eight per day and 44 per week, and also empower the Minister of Labour to deal with any question which may arise with regard thereto.)

Department of Agriculture

Near Hillspring Alta: Emil Anderson Construction Co Ltd, Square M Construction Ltd & Coleman Collieries Ltd, construction of reinforced concrete spillway for Waterton Dam.

Atomic Energy of Canada Limited

Chalk River Ont: A Beauclair, interior painting of fire protection water tank, Bldg 512; Ottawa Building Maintenance Co Reg, painting exterior of various bldgs. *Deep River Ont:* Rene Robitaille, painting of various bldgs.

Central Mortgage and Housing Corporation

Cornwall Ont: L Marleau, paving of parking lots (FP 3/59). *Ottawa Ont:* Ottawa Mechanical Services Ltd, repairs to heating system, Strathcona Heights; Beach Foundry Ltd, supply & installation of 174 electric ranges, Strathcona Heights. *Waterloo Ont:* Burnby Contracting Co Ltd, exterior painting of 50 housing units (AECL). *Selkirk & Winnipeg Man:* Oswald Decorating Co, exterior painting of houses. *Regina Sask:* Silverline Decorators, exterior painting of 158 houses (Projects Nos. 2, 5, 6 & 8). *Red Deer Alta:* Sharm Painting & Decorating, painting of houses. *Vancouver B C:* D McCallum, maintenance of furnaces, plumbing repairs & supply & installation of hot water tanks, Metropolitan area; Arli Contracting Ltd, roof repairs, general carpentry & interior painting, Metropolitan area.

In addition, this Corporation awarded seven contracts containing the General Fair Wages Clause.

Department of Citizenship and Immigration

Bersimis Indian Agency Que: Georges Deschenes, construction of water supply pumphouse, Bersimis IR. *James Bay Indian Agency Ont:* Pulsifer Construction Ltd, construction of two day schools, Moose Factory. *Sioux Lookout Indian Agency Ont:* James Ratchford Plumbing & Heating, alterations & additions to McIntosh IRS (Phase 1). *Touchwood Indian Agency Sask:* E S Michels Lumber Co, construction of residence & alterations to sewage disposal system, Gordon's IRS; Regel Bros Construction Ltd, installation of fire protection system, Gordon's IRS. *Peigan Indian Agency Alta:* Trale Construction Ltd, road repairs, Peigan Reserve. *Cowichan Indian Agency B C:* K Moore & Co Ltd, water supply & drain line replacement, Kuper Island IRS. *Kamloops Indian Agency B C:* A R Metcalfe, construction of school & two residences, Adams Lake IDS, Sahhaltkum IR No 4.

Defence Construction (1951) Limited

Summerside P E I: Alexius McQuaid, grading & seeding, RCAF Station. *Bedford N S:* Municipal Spraying & Contracting Ltd, repairs to & sealcoating of asphalt pavement, Naval Magazine. *Cornwallis N S:* Raymond Moore Jr & Harold A Sulis, replacement of water mains & valves, HMCS *Cornwallis. Greenwood N S:* L G Rawding, grading & seeding, RCAF Station. *Halifax N S:* L G & M H Smith Ltd, repairs to jetty No 2, HMC Dockyard. *Chatham N B:* G M Gest Contractors Ltd, installation of electrical distribution & lighting system for runway, approach & taxiway, RCAF Station. *Bagotville Que:* Arno Electric Reg'd, installation of electrical control distribution system, RCAF Station. *Petawawa Ont:* Peter E Sylvestre & Sons Ltd, extension to Bldg B-104, Camp. *Trenton Ont:* The Ford-Smith Machine Co Ltd, supply & installation of hydraulic hoist, RCAF Station. *Churchill Man:* Universal Electric, Division of Univex Electrical Construction & Engineering Ltd, installation of electrical control distribution system, RCAF Station. *Gimli Man:* Arnason Engineering Co, installation of electrical control distribution system, RCAF Station. *Ralston Alta:* Dutch Bros Paints Ltd, exterior painting of 41 houses, DRB. *Chilliwack B C:* Burns & Dutton Concrete & Construction Co Ltd, finishing of E & M Trades Bldg. *Esquimalt B C:* M P Paine Co, alterations & miscellaneous work in Bldg No 215, HMC Dockyard. *Various locations:* Two contracts in the restricted category.

Building and Maintenance

Goose Bay (Labr) Nfld: Dependable Painting Ltd, exterior painting of 136 PMQs, RCAF Station. *Aldershot N S:* Malach Roofing & Flooring Ltd, replacement of skirting on 37 bldgs, Camp. *Barriefield Ont:* L M Welter Ltd, extension to water main; Kingston Decorating Ltd, exterior painting of 33 bldgs, RCEME School. *Kingston Ont:* McGinnis & O'Connor Ltd, repaving roads, parking lot, parade square & replacement of sidewalks & curbs, RMC. *London Ont:* Malach Roofing & Flooring Ltd, roof repairs, Bldg 30—204 Base workshop. *Oakville Ont:* Bolton Electric Co, replacement of electrical distribution lines, Ortona Barracks. *St Catharines Ont:* Malach Roofing & Flooring Ltd, reroofing drill hall, Lake St Armoury. *Trenton Ont:* H J Gascoigne Ltd, reroofing of two hangars & lean-tos, RCAF Station. *Fort Churchill Man:* Aetna Roofing Co Ltd, reroofing of various bldgs. *Shilo Man:* Norlen Painting & Decorating, exterior painting of 121 PMQs, Camp. *Winnipeg Man:* J Kleinfelder Construction Co Ltd, road replacement, East site, RCAF Station; Oswald Decorating Co, exterior painting of 105 PMQs & 49 garages, RCAF Station. *Whitehorse Y T:* Dawson Wade & Co Ltd, asphalt paving, Camp Takhini.

In addition, Defence Construction (1951) Ltd awarded one contract containing the General Fair Wages Clause.

Department of Defence Production

Cornwallis N S: Wylie P Hazelwood, exterior painting of various bldgs, HMCS *Cornwallis. Greenwood N S:* Fred T Cleveland, interior painting of PMQs (1962 Phase 2), RCAF Station. *Halifax N S:* Northern Roofing & Metal Workers Ltd, renewal of roofing & flashing, various bldgs, HMC Dockyard & Bldg No 2, CVE. *Shearwater N S:* Webb Engineering Ltd, renewal of expansion joints, main steam distribution system, Jetty A, RCN Air Station; R E White, replacement & repair of 225 doors (Warrier Block, Bldg No 100), RCN Air Station. *Sydney N S:* Cabot Construction Co Ltd, renewal of roof shingles on Bldg No 3, Point Edward Naval Base. *Chatham N B:* Byron MacDonald, exterior painting, RCAF Station. *St Hubert Que:* James M Brophy Inc, repairs to drying beds & digestors, RCAF Station. *Senneterre Que:* Ross Construction Enrg, supply & installation of vinyl flooring, RCAF Station. *Valcartier Que:* Jules Dorion Inc, repairs to built-up roofs, Camp. *Barriefield Ont:* Spada Tile Ltd, construction of concrete sidewalk. *Kingston Ont:* McGinnis & O'Connor Ltd, road repairs. *Lindsay Ont:* W Kuypers, maintenance & repairs of grounds, Armoury. *London Ont:* George Andelfinger, exterior painting of various bldgs, No 27 COD & 204 Base Workshop; Cardinal Painting & Decorating Co Ltd, exterior painting of PMQs; Len J McCarthy, exterior painting of various bldgs, Wolseley Barracks. *Petawawa Ont:* John Kovacs, restaining of fences in PMQ areas, Camp. *Picton Ont:* Kingston Decorating Ltd, exterior repainting of 100 PMQs; Quinte Roofing Ltd, reroofing of five bldgs, Camp. *Rockcliffe Ont:* Taggart Construction Ltd, modification to water pumping system, RCAF Station. *Trenton Ont:* Walter F MacCormack, repainting exterior of various bldgs, RCAF Station & No 6 Repair Depot; Walter F MacCormack, interior painting of 18 PMQs, RCAF Station; H J McFarland

Construction Co Ltd, repairs to aerodrome pavement, RCAF Station. *Portage la Prairie Man:* H G Hay Decorating Co, exterior painting of PMQ garages, RCAF Station. *Rivers Man:* A W Homme Ltd, supply & installation of fuel storage tank, CJATC Camp. *Winnipeg Man:* S E Gage Co Ltd, replacement of shingles on exterior walls of Bldg No 2, RCAF Station; Western Asbestos Co Ltd, replacement of shingles on exterior walls of Bldgs 8, 12 & 15, RCAF Station. *Calgary Alta:* Nick Corradetti, construction of tank washrack, Sarcee Camp. *Cold Lake Alta:* Bob Elliott Painting & Decorating Ltd, exterior painting of 55 PMQs, RCAF Station. *Lancaster Park Alta:* H Deib Painter & Decorator, repainting runways, taxiway & tarmac markings, RCAF Station. *Comox B C:* Richards-Wilcox Canadian Co Ltd, repairs to doors in hangars & Bldg No 101, RCAF Station. *Esquimalt B C:* Parfitt Construction Co Ltd, alterations to diet kitchens, Bldg No 54, HMCS *Naden. Whitehorse Y T:* Richards-Wilcox Canadian Co Ltd, replacing overhead door hardware & installation of electric safety door switches.

In addition, this Department awarded 84 contracts containing the General Fair Wages Clause.

National Capital Commission

Ottawa Ont: J P Morin Ltd, construction of "Garden of the Provinces" at junction of Wellington, Bay & Sparks Streets; Rideau Construction Co, installation of mechanical & electrical services, "Garden of the Provinces"; Vandenbelt Iron Works, supply & installation of flag poles, "Garden of the Provinces"; Leslie Stratford Cut Stone & Construction Ltd, supply & installation of cut stone & concrete for paved areas, steps & curbs, "Garden of the Provinces"; George S Crain & Sons Ltd, construction of reinforced concrete pool & water bowls, "Garden of the Provinces"; Alf Grodde Ltd, cleaning & painting, Champlain Bridge.

National Harbours Board

Halifax N S: E J Ludford Line Construction Ltd, redevelopment of electric power supply system at Ocean Terminals. *Quebec Harbour Que:* Eastern Canada Steel & Iron Works Ltd, structural steel extension, Shed 26.

Department of Northern Affairs and National Resources

Fort Smith N W T: Fort Smith Construction, renovation to administration bldg. *Inuvik N W T:* Byrnes & Hall Construction Ltd, construction of liquor store & warehouse. *Various locations in Eastern Arctic:* The Tower Co (1961) Ltd, supply & installation of fuel oil storage tanks & distribution systems & construction of road.

Post Office Department

This Department awarded 24 contracts containing the General Fair Wages Clause.

Projects Assisted by Federal Loan or Grant

St Anthony NB: M F Esson Ltd, construction of sewer system; Phillips Contracting Ltd, construction of sewage stabilization pond.

Department of Public Works

Bonavista Nfld: Wm A Trask Ltd, harbour improvements. *Branch Nfld:* Avalon Construction & Engineering Co Ltd, wharf repairs. *Bridgeport Nfld:* Avalon Construction & Engineering Ltd, construction of wharf. *Doating Cove Nfld:* Beaton Abbott, wharf repairs. *Gooseberry Cove Nfld:* H Drover & Co Ltd, wharf improvements. *Lewisporte Nfld:* Wm A Trask Ltd, construction of wharf. *Piccadilly (Port au Port) Nfld:* Diamond Construction (1961) Ltd, construction of wharf. *Princeton Nfld:* Avalon Construction & Engineering Ltd, construction of wharf. *St John's Nfld:* C A Hubley Ltd, boiler installation & related work in Bldg No 3, Naval Dockyard; Alastair Brown, demolition of bldgs (Mainwaring Estate & C R Bell Ltd), Job's Cove. *Woodstock Nfld:* Gid Sacrey Ltd, construction of landing wharf. *Skinner's Pond P E I:* Morrison & McRae Ltd, breakwater repairs. *South River (Murray Harbour) P E I:* Eastern (PEI) Contractors, wharf repairs. *Tignish P E I:* E Arsenault, breakwater repairs. *Louis Head & Little Harbour N S:* Robert E Collupy, construction of rock talus. *Windsor N S:* Ralph & Arthur Parsons

Ltd, waterfront improvements. *Newcastle N B:* Diamond Construction (1961) Ltd, harbour improvements (paving). *Seeley Cove N B:* Fundy Contractors Ltd, construction of wharf. *Aguanish Que:* Landry Construction, construction of landing pier. *Anse aux Basques Que:* Lucien Tremblay, construction of drainage system. *Asbestos Que:* Leo Nadeau, alterations, Post Office Bldg. *Brion Island Que:* Les Entreprises de Fatima Ltee, construction of landing. *Cloridorme Que:* Marc Bernatchez, commercial wharf repairs. *Fort George Que:* Ron Construction Co Ltd, construction of hostel & addition to school. *Grande Riviere Que:* Bisson Construction Inc, wharf repairs. *Mont Louis Que:* Horace Lemieux, wharf repairs. *Montreal Que:* Allied Building Services Ltd, repointing & cleaning of masonry, Postal Station "B", 685 Cathcart St. *Newport Point Que:* Napoleon Langelier, harbour repairs. *Perce Que:* Bisson Construction Inc, construction of landing. *Petite Riviere Est Que:* Chandler Construction Ltee, repairs to jetties. *Rimouski Que:* Charles Vaillancourt, wharf repairs (lighting system). *Ste-Flavie Que:* Emile St Pierre, wharf repairs. *Sillery Que:* Les Entreprises Cap Diamant Ltee, construction of retaining wall. *Brockville Ont:* T A Andre & Sons Ltd, construction of federal bldg. *Burlington Channel Ont:* McNamara Marine Ltd, removal of centre pier, fixed span & bridge abutments. *French River Ont:* P M Lechlitner, flow improvements, Horseshoe Rapids. *London Ont:* Harrison & Green Construction Ltd, alterations to Dominion Public Bldg. *Minden Ont:* Gorsline Construction Ltd, construction of post office bldg. *Orillia Ont:* Bar-Way Marine, wharf reconstruction. *Ottawa Ont:* Beaudoin Construction Ltd, installation of elevator & shaft in Hygiene Laboratory, Tunney's Pasture; Metropole Electric Inc, electrical alterations, Centre Block, Parliament Bldgs; A Lanctot Construction Co Ltd, installation of heating system, Phase 1, Rideau Hall; Fournier Van & Storage Ltd, moving office furniture, equipment, etc, from No 1 Temporary Bldg to New Computer Centre, Tunney's Pasture; Sanco Ltd, cleaning interior, etc, of Income Tax Computer Centre, Tunney's Pasture; Canadian Comstock Co Ltd, installation of cooling equipment, cafeteria bldg, Confederation Heights. *Owen Sound Ont:* John Gaffney Construction Co Ltd, waling replacement (Stage 4). *Perch Creek Ont:* Dean Construction Co Ltd, construction of protection works. *Stayner Ont:* Bertram Bros Ltd, construction of post office bldg. *Wheatley Ont:* Dean Construction Co Ltd, wall reconstruction. *St Boniface Man:* Steel Structures (Western) Ltd, construction of grain sampling & inspection bldg for Board of Grain Commissioners. *Winnipeg (Fort Garry) Man:* B F Klassen Construction Ltd, construction of letter carrier depot. *Regina Sask:* Poole Construction Co Ltd, perimeter space accommodation, Post Office bldg. *Bella Coola B C:* E S Willson Ltd, harbour improvements (floats). *Blind Channel B C:* D C D Piledriving, float renewal & approach repairs. *Cape Mudge B C:* Pacific Piledriving Co Ltd, float, gangway & approach superstructure replacement. *Prince Rupert B C:* Greer & Bridden Ltd, supply & installation of water storage tank, Miller Bay Hospital. *Sidney B C:* Pacific Piledriving Co Ltd, float renewal, Beacon Ave. *Spring Island B C:* S R Kirkland Construction Co Ltd, wharf repairs. *Frobisher Bay N W T:* C A Pitts General Contractor Ltd & Drake Construction Co Ltd, site development & construction of bldgs (Phase 1), & supply & erection of structural steel for bldgs, Astro Hill Townsite Development. *Yellowknife N W T:* W E Bellis, painting of various government houses.

In addition, this Department awarded 41 contracts containing the General Fair Wages Clause.

The St. Lawrence Seaway Authority

St Hubert Que: Walsh-Canadian Construction Co Ltd & Rivermont Construction Co Ltd, extension of Seaway collector sewer for connection of St Hubert sewer. *St Catharines Ont:* Denis W Ireland, painting exterior woodwork & eavestroughing, Headquarters Bldg. *Sault Ste Marie Ont:* Towland Construction Ltd, paving & coping, north side of lock, & repairs to roadways & walks.

Department of Transport

Charlottetown P E I: Inman Plumbing & Heating Ltd, installation of low-intensity lighting on approach 21. *Cape North N S:* Curtis C Swinamer, erection of dwelling & wiring of existing dwelling. *Halifax N S:* Food Equipment Ltd, supply & installation of cocktail bar & equipment in Air Terminal Bldg, International Airport. *Low Point N S:* MacKenzie Construction Co Ltd, erection of dwelling & combined fog alarm radio beacon bldg. *Sydney N S:* Lynk Electric Ltd, installation of low-intensity lighting on approach 19.

(*Continued on page 1075*)

PRICES AND THE COST OF LIVING

Consumer Price Index, August 1962

The consumer price index (1949=100) rose 0.3 per cent from 131.0 to 131.4 between July and August.* The increase was caused almost entirely by a further 1.1-per-cent rise in the food index. All other components showed little or no change.

The index one year earlier was 129.0.

The food index moved from 127.0 to 128.4, an increase of 1.1 per cent, as a result of a sharp seasonal rise in egg prices and further substantial price increases for beef and pork. Prices for some beef cuts exceeded previous highs recorded in the 1951-52 period. Higher prices were also reported for lamb, chicken, turkey, canned fruits, grapefruit, sugar and flour. Most fresh vegetables and fruits showed seasonal price declines, particularly tomatoes, peaches and grapes.

The housing index was unchanged at 135.1. The household operation component remained at its July level and a fractional rise in the shelter component was not sufficient to move the index. In household operation, lower prices for supplies and services, and home furnishings, the latter reflecting summer sales, balanced price increases for fuel. In shelter, rents were unchanged but property taxes and new house prices moved the home-ownership component slightly upward.

The clothing index declined 0.2 per cent from 112.9 to 112.7 as summer sale prices were quite general for men's, women's and children's wear. Piece goods prices were higher.

The transportation index increased 0.1 per cent from 140.7 to 140.8, reflecting price increases for local bus and taxi fares in some cities in the local transportation component. Both the automobile operation and travel components were unchanged.

The health and personal care index decreased 0.1 per cent from 158.4 to 158.2. Lower prices for some pharmaceuticals in the health care component offset higher prices for personal care items.

The recreation and reading index was unchanged at 147.8 but the tobacco and alcohol index rose 0.1 per cent from 117.9 to 118.0 as a result of minor price changes for cigarettes and liquor.

Group indexes in August 1961 were: food 125.3, housing 132.9, clothing 112.1, transportation 139.0, health and personal care 154.6, recreation and reading 145.4, and tobacco and alcohol 116.1.

City Consumer Price Indexes, July 1962

Consumer price indexes (1949=100) rose in nine of the ten regional cities between June and July.* Increases ranged from 0.2 per cent in Ottawa and Toronto to 0.7 per cent in Saint John. The index for St. John's declined 0.1 per cent.

Food indexes were higher in all cities except St. John's, where it declined. Housing indexes rose in seven cities, fell in one, and remained unchanged in two. The index for clothing rose in two cities, remained unchanged in three, and declined in the other five. Transportation indexes were higher in four cities, lower in three, and unchanged in three. There were higher indexes for health and personal care in six cities, a lower index in one, and unchanged indexes in three. All ten cities registered increases in the recreation and reading indexes. The tobacco and alcohol indexes were unchanged in all regional cities.

Percentage changes in regional consumer price indexes between June and July were: Saint John +0.7%; Halifax +0.5%; Montreal +0.5%; Saskatoon-Regina +0.4%; Edmonton-Calgary +0.4%; Winnipeg +0.3%; Vancouver +0.3%; Toronto +0.2%; Ottawa +0.2%; St. John's −0.1%.

Regional consumer price index point changes between June and July were: Saint John +0.9 to 131.8; Halifax +0.7 to 130.3; Montreal +0.6 to 131.1; Saskatoon-Regina +0.5 to 127.9; Edmonton-Calgary +0.5 to 126.4; Winnipeg +0.4 to 129.5; Vancouver +0.4 to 129.8; Toronto +0.3 to 132.6; Ottawa +0.2 to 131.9; St. John's −0.1 to 117.3†.

Wholesale Price Index, July 1962

The general wholesale price index (1935-39=100) rose 0.4 per cent to 241.3 in July from 240.3 in June. Last year's July index was 234.5.

Five of the eight major group indexes were higher in July than in the preceding month, and three were lower.

* *See* Table F-1, p. 1092.

* *See* Table F-2, p. 1092.

† On base June 1951=100.

The animal products group index advanced 2.3 per cent in July to 266.6 from 260.5, the non-metallic minerals group index rose 0.8 per cent to 190.0 from 188.4, and the textile products group index rose 0.3 per cent to 242.7 from 241.9. Two major group indexes moved up only slightly: the vegetable products group index to 212.2 from 211.9, and the chemical products group index to 191.4 from 191.3.

Minor decreases of 0.2 per cent or less occurred in three major group indexes: wood products to 317.4 from 318.0; non-ferrous metals products to 193.2 from 193.7; and iron products to 255.9 from 256.1.

The residential building material price index (1935-39=100) moved fractionally higher, from 296.6 to 296.9, between June and July. On the 1949 base it moved from 130.1 to 130.2.

The non-residential building material price index (1949=100) rose to 131.9 from 131.6 during the same month.

U.S. Consumer Price Index, July 1962

The United States consumer price index (1957-59=100) rose 0.2 per cent, from 105.3 to 105.5, between mid-June and mid-July; the July index was a new peak. For July 1961 the index was 104.4.

The principal causes of the latest rise in the index were higher prices for services and food. About 70 per cent of the rise was attributed to increases in the costs of services: doctors' fees, hospital rates, price of haircuts and movie admission.

British Index of Retail Prices, June 1962

The British index of retail prices (Jan. 16, 1962=100) increased from 102.2 to 102.9 between mid-May and mid-June. On the base Jan. 17, 1956=100, it rose from 120.1 to 120.9. During the month, the average level of food prices rose more than 1.5 per cent.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the LABOUR GAZETTE.

List No. 167

Annual Reports

1. ALBERTA. WORKMEN'S COMPENSATION BOARD. *Forty-fourth Annual Report for the year ended December 31, 1961.* Edmonton, 1962. Pp. 39.

2. BRITISH COLUMBIA WORKMEN'S COMPENSATION BOARD. *Forty-fifth Annual Report, Year ended December 31, 1961.* [Victoria?] Queen's Printer, 1962. Pp. 54.

3. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Strikes and Lockouts in Canada, 1960.* Ottawa, Queen's Printer, 1962. Pp. 28.

4. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Working Conditions in Canadian Industry, 1961.* Ottawa, Queen's Printer, 1962. Pp. 170.

5. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Economic Dimensions of America's Corporations.* Prepared for the 46th Annual Meeting of the Conference Board, May 17 and 18, 1962 [New York City]. New York, 1962. Pp. 34.

6. SASKATCHEWAN. WORKMEN'S COMPENSATION BOARD. *Thirty-second Annual Report for the Calendar Year, 1961.* Regina, Queen's Printer, 1962. Pp. 27.

7. UNITED NATIONS. ECONOMIC COMMISSION FOR ASIA AND THE FAR EAST. *Economic Survey of Asia and the Far East, 1961.* Bangkok, 1962. Pp. 215.

8. UNITED NATIONS. ECONOMIC COMMISSION FOR EUROPE. *Annual Bulletin of Transport Statistics for Europe, 1960.* Geneva, 1961. Pp. 82.

9. U.S. NATIONAL LABOR RELATIONS BOARD. *Twenty-sixth Annual Report for the Fiscal Year ended June 30, 1961.* Washington, GPO, 1962. Pp. 241.

Arbitration, Industrial

10. JONES, DALLAS LEE. *Arbitration and Industrial Discipline.* Ann Arbor, Bureau of Industrial Relations, University of Michigan, 1961. Pp. 186.

The author attempts to answer such questions as: What happens when a discharged employee is returned to work by an arbitrator? How does it affect the employing-company's discipline? What is the effect on the employee reinstated against the wishes of the employer? The experiences of two companies and 19 cases are used for illustrative purposes.

60490-0—5½

11. U.S. Presidential Railroad Commission. *Report.* Washington [GPO] 1962. Pp. 327. Simon H. Rifkind, chairman.

The Commission was established in November 1960 to consider a controversy between railroad carriers and five railroad unions. It was made up of 15 members: 5 representing the public, 5, the carriers, and 5 the unions. Some of the matters discussed include work rules, wages, work crews, and technological change. Report dated February 26, 1962.

Atkinson Study of Utilization of Student Resources

12. Breehaut, Willard. *A First-Year Follow-up Study of Atkinson Students who enrolled in Hospital Schools of Nursing.* Toronto, Dept. of Educational Research, Ontario College of Education, University of Toronto, 1960. 1 volume (various pagings).

13. Fleming, William Gerald. *The Kuder Preference Record-Vocational as a Predictor of Post-High-School Educational and Occupational Choices.* Toronto, Dept. of Educational Research, Ontario College of Education, University of Toronto, 1959. Pp. 49.

14. Fleming, William Gerald. *Personal and Academic Factors as Predictors of First-Year Success in Ontario Universities.* Toronto, Dept. of Educational Research, Ontario College of Education, University of Toronto, 1959. 1 volume (various pagings).

15. Savage, Hubert William. *An Evaluation of the Co-operative English Test of Effectiveness of Expression for Use in Ontario.* Toronto, Dept. of Educational Research, Ontario College of Education, University of Toronto, 1958. Pp. 39.

Business—Small Business

16. Horowitz, Ira. *Small Business and Government Research and Development,* by Ira Horowitz and James A. Alcott. Washington, GPO, 1962. Pp. 42.

Suggests how small firms can obtain government sponsorship of research and development within the business.

17. U.S. Small Business Administration. *Starting and Managing a Small Book-keeping Service,* by Charles H. Sevin. Washington, GPO, 1962. Pp. 64.

Some of the contents: Public book-keeping: What is it like? What does it take to start a small book-keeping service? What services do you provide?

Economic Conditions

18. National Industrial Conference Board. *Business Outlook, 1962; a Discussion by the Conference Board Economic Forum and Guests held at . . . New York City, November 22, 1961.* New York, c1961. Pp. 135.

The Economic Forum, composed of economists and business executives, made predictions about economic conditions during 1962.

19. Scottish Council (Development and Industry). [Committee of Inquiry into the Scottish Economy]. *Inquiry into the Scottish Economy 1960-1961; Report.* Edinburgh, [1961]. Pp. 203. J. N. Toothill, chairman.

The Committee of Inquiry into the Scottish Economy was appointed "to review the present position and future prospects of the Scottish economy, to define the forces which control the growth and location of manufacturing and other employment, to draw conclusions and to make recommendations."

Employees—Training

20. Heller, Frank A., Ed. *New Developments in Training; Five Studies in the Efficient Communication of Skills.* London, Polytechnic Management Association, 1959. Pp. 79.

Contents: A Biologists Contribution to Learning, by J. Z. Young. New Methods of Training in Manual Skills, by W. D. Seymour. Recent Survey Findings in the United Kingdom and Other European Countries, by Winifred Raphael. Training for Executive Skills, by F. A. Heller. The Integration of Training, Organization and Policy, by David King.

21. McGehee, William. *Training in Business and Industry,* by William McGehee and Paul W. Thayer. New York, Wiley, 1961. Pp. 305.

Contents: Training in Business and Industry Today. Organization Analysis. Operations Analysis. Man Analysis. Learning and Industrial Training. Methods and Techniques in Industrial Training. The Trainer. Evaluation of Training.

Employment Management

22. Bureau of National Affairs, Washington, D.C. *Can Unfavorable Employee Attitudes be Changed?* Washington, 1961. Pp. 13.

This report, based on data supplied by 99 executives suggests ways of changing unfavourable employee attitudes.

23. Bureau of National Affairs, Washington, D.C. *Employee Counseling.* Washington, 1961. Pp. 13.

Contents: Prevalence of Counseling. Content of Counseling. Responsibility for Counseling. Special Counseling Problems. Evaluation and Benefits.

Industrial Relations

24. Bureau of National Affairs, Washington, D.C. *Basic Patterns in Union Contracts.* 5th ed. Washington, 1961. 1

volume (unpaged). Reprinted from "Collective Bargaining Negotiation and Contracts."

Contents: Amendment and Duration. Discharge, Discipline and Resignation. Employee Benefits. Grievances and Arbitration. Work or Pay Guarantees. Hours and Overtime. Holidays, Leave of Absence. Management and Union Rights. Seniority: Layoff, Promotion and Transfer. Strikes and Lockouts. Union Security. Vacations. Wages. Working Conditions and Safety.

25. Kerr, Clark. *The New Opportunities for Industrial Relations.* Berkeley, University of California, Institute of Industrial Relations, 1961. Pp. 9.

Makes predictions about U.S. industrial relations in the future.

26. Ross, Arthur Max. *The Prospects for Industrial Conflict.* Berkeley, University of California, Institute of Industrial Relations, 1962. Pp. 57-74.

Examines "some of the influences which will affect the future volume of strike activity in the United States."

Labour Laws and Legislation

27. International Labour Office. *Information and Reports on the Application of Conventions and Recommendations.* Geneva, 1962. 4 volumes. At head of title: Report 3 (Part 1-4). International Labour Conference. 46th Session, Geneva, 1962.

Contents: 1. Summary of Reports on Ratified Conventions (Articles 22 and 35 of the Constitution). 2. Summary of Reports on Unratified Conventions and on Recommendations (Article 19 of the Constitution). 3. Summary of Information relating to the Submission to the Competent Authorities of Conventions and Recommendations adopted by the International Labour Conference (Article 19 of the Constitution). 4. Report of the Committee of Experts on the Application of Conventions and Recommendations (Articles 19, 22, and 35 of the Constitution).

28. U.S. Bureau of Labor Standards. *Growth of Labor Law in the United States.* Washington, GPO, 1962. Pp. 316.

Partial Contents: Child Labour Laws. Hours Legislation. Wage Payment and Wage Collection. Minimum Wage Legislation. Occupational Health and Safety. Workmen's Compensation. Unemployment Insurance. State Laws against Discrimination in Private Employment.

Labour Organization

29. Confédération des Syndicats Nationaux. *Mémoire au cabinet fédéral, 13 mars 1962.* Québec, 1962. Pp. 42. Text in French and English.

30. Grodin, Joseph R. *Union Government and the Law: British and American Experiences.* Los Angeles, Institute of Industrial Relations, University of California, 1961. Pp. 209.

Some of the topics are: restraint of trade; exhaustion of all available remedies by appeal within his own organization before a union member may appeal to the courts; judicial intervention in three areas of internal union affairs: discipline, union financial affairs, and the problem of majority rule and minority rights.

Labouring Classes

31. Dymond, William Richard. *Income and Employment Effects of Renewable Resource Development. Address [to] Resources for Tomorrow Conference, Montreal, October 27, 1961.* [Ottawa, Dept. of Labour, 1961]. Pp. 19.

32. Friedmann, Georges. *The Anatomy of Work: the Implications of Specialization.* Translated by Wyatt Rawson. London, Heinemann, c1961. Pp. 203.

Concerns problems caused by repetitive jobs in factories, offices, etc. The author poses and attempts to answer the question, "What happens when the worker is bigger than his or her job?"

33. Gosden, P. H. J. H. *The Friendly Societies in England, 1815-1875.* Manchester [Eng.] University Press, 1961; label: New York, Barnes & Noble. Pp. 262.

Friendly societies were formed by working men to provide themselves with some or all of the following benefits secured by regular dues or special assessment: life insurance, sickness benefits, payment of funeral expenses, provision for old age, etc. This book is a study of friendly-society legislation and of the more important friendly societies, particularly the Manchester Unity of Odd Fellows and the Ancient Order of Foresters.

34. Horovitz, Samuel Bertram. *Workmen's Compensation: Half Century of Judicial Developments.* Lincoln, Nebraska Law Review, 1961. Pp. 100.

Brings up to date parts of the author's "Injury and Death under Workmen's Compensation Laws." The author is an American authority on the subject of workmen's compensation.

35. National Conference on Industrial Safety. 2nd, Canberra, 1961. *Proceedings.* Canberra, Commonwealth of Australia, Dept. of Labour and National Service, 1961. Pp. 94. Conference held February 21 and 22, 1961.

36. U.S. President's Committee on Equal Employment Opportunity. *Federal Government Employment, Rules and Regulations . . . effective July 22, 1961 as amended February 27, 1962.* Washington, GPO, 1962. Pp. 7.

The President's Committee on Equal Employment Opportunity looks into complaints from any federal employee or qualified applicant for federal employment who believes he has been discriminated against because of race, creed, colour or national origin.

Occupations

37. Canada. Department of Labour. *Technological Changes and Skilled Manpower: Electronic Data Processing Occupations in a Large Insurance Company.* Ottawa, 1961. Pp. 41.

"The purpose of this report is to present a preliminary picture of what has been learned so far about the new electronic data processing occupations: what sort of knowledge and skills the new jobs demand; what sort of work the new jobs entail . . . and how the people in these jobs feel about their work and future prospects."

38. Canada. Department of Labour. Economics and Research Branch. *Social Worker.* Rev. ed. Ottawa, Queen's Printer, 1959. Pp. 24.

Provides information about types of social work; nature of the work; qualifications, preparation and training for entry into the profession; earnings, etc.

39. U.S. Bureau of Employment Security. *Selected Occupations concerned with Atomic Energy.* Washington, GPO, 1961. Pp. 57.

40. U.S. Forest Service. *Careers in Forestry.* Rev. ed. Washington, GPO, 1961. Pp. 22.

41. U.S. Office of Education. *The Beginning Teacher, Status and Career Orientations. Final Report on the Survey of New Teachers in the Public Schools, 1956-57,* by Ward S. Mason. Washington, GPO, 1961. Pp. 196.

This study is based on a sampling of 7,150 respondents to a questionnaire sent out by the U.S. Office of Education to beginning teachers. Information is given on background characteristics, educational background, teaching assignment, satisfaction with teaching, etc.

United Nations

42. Szapiro, Jerzy. *The Newspaperman's United Nations; a Guide for Journalists about the United Nations and Specialized Agencies.* Paris, UNESCO, 1961. Pp. 229.

The author served as Director of the U.N. Information Centre at the European Office of the U.N. in Geneva from 1949 to 1956. This book is designed as a textbook to be used in journalism training classes to teach journalists about the work of the U.N.

43. United Nations. Department of Economic and Social Affairs. *A Handbook of Public Administration; Current Concepts and Practice with Special Reference to Developing Countries.* New York, 1961. Pp. 126.

This study " . . . undertaken to show the relation between the public service and the national environment in which it must operate, to set forth the essential elements of good administration in a modern state and . . . to point out the types of United Nations technical assistance available in the administrative field."

Vocational Guidance

44. U.S. Children's Bureau. *The Lebanon Story.* Washington, GPO, 1961. Pp. 12.

Tells how Lebanon, Tenn. has provided job opportunities and vocational guidance for young people.

45. U.S. Office of Education. *Guidance, Counseling and Testing. Program Evaluation; Suggestions for Secondary Schools, Title V-A, National Defence Education Act of 1958.* Prepared by Frank E. Wellman and Don D. Twiford. Washington, GPO, 1961. Pp. 37.

Wages and Hours

46. Fonseca, Aloysius Joseph. *Wage Determination and Organized Labour in India.* Delft [1960?]. Pp. 153.

Thesis submitted to the Katholieke Economische Hogeschool, Tilburg, Holland, for the degree of Doctor of Economics.

47. Galenson, Walter. *The Soviet Wage Reform.* Berkeley, University of California, Institute of Industrial Relations, 1962. Pp. 16.

Explains the reasons for the program of wage reform begun in Russia in 1956.

48. Genders, J. E. *Wages and Salaries,* by J. E. Genders and N. J. Urwin. London, Institute of Personnel Management, 1962. Pp. 63.

The authors draw four conclusions: "(a) Wage and salary policy should be formulated at the highest level in the organization . . . (b) The detailed administration of wage and salary policy should be in the hands of a senior member of management . . . (c) All members of the management structure should have a working knowledge of the firm's wage and salary policy . . . (d) It is in the management's interest to see that employees are also helped to understand their wage and salary structures . . . "

49. Great Britain. Chancellor of the Exchequer. *Incomes Policy; the Next Step.* London, HMSO, 1962. Pp. [6].

Concerns British Government policy regarding increases in personal income.

50. Lach, George. *Canadian Executive Compensation.* [Montreal, Canadian National Railways, Personnel and Labour Relations Dept., 1962]. Pp. 56, 1, 2.

Paper presented to American Management Association, New York, January 24, 1962.

Women—Employment

51. American Federation of Labor and Congress of Industrial Organizations. Industrial Union Department. *Problems of Working Women; Summary Report of a Conference sponsored by Indus-*

trial Union Department, AFL-CIO, June 12-14, 1961, Washington, D.C. [Washington, 1962?]. Pp. 66.

Some of the topics discussed were women in trade unions, women as consumers, job opportunities for women, the working mother, protective legislation for women, etc.

52. Conference on Employment Problems of Working Women, Michigan State University, 1961. *Report.* Washington, U.S. Dept. of Labor, Women's Bureau, 1962. Pp. 23.

Conference held September 30, 1961, and sponsored by U.S. Women's Bureau, Michigan Dept. of Labor, and Michigan State University, Labor and Industrial Relations Center, Continuing Education Service.

Objectives of the conference were: (1) to provide the latest information on women and the world of work; (2) to review legislation and practices relating to minimum wages, equal pay, hours and working conditions; (3) to study the problems of the working mother; and (4) to suggest how organizations at the state and local level can help through such activities as legislative improvements, support of local training and retraining programs, and improved information to the general public.

53. National Conference on Day Care for Children, Washington, D.C., 1960. *Day Care Services, Form and Substance; a Report of a Conference, November 17-18, 1960.* Compiled by Gertrude L. Hoffman. Washington, GPO, 1962. Pp. 55.

Conference sponsored by the U.S. Children's Bureau and the U.S. Women's Bureau.

54. U.S. Agricultural Research Service. *Job-Related Expenditures and Management Practices of Gainfully Employed Wives in Four Georgia Cities.* Washington, GPO, 1962. Pp. 40.

The main purpose of this study was to learn how much of a working wife's total earnings would be left after expenses related to her employment were paid. Two types of expenses were considered: (1) those such as income tax, social security tax, and cost of transportation to and from work, meals, work clothing, etc.; and (2) expenses for paid help, clothing and personal care.

Miscellaneous

55. Bendix, Reinhard. *Social Stratification and the Political Community.* Berkeley, University of California, Institute of Industrial Relations, 1961. Pp. [32].

Discusses the relationship between society and the state.

56. Dominion - Provincial Conference, Ottawa, 1960. *Dominion-Provincial Conference, 1960, Ottawa, July 25th, 26th, and 27th, 1960.* Ottawa, Queen's Printer, 1960. Pp. 168.

This Dominion-Provincial Conference was called to discuss fiscal arrangements between the federal Government and the Provinces.

57. Great Britain. Advisory Council on Scientific Policy. Committee on Scientific Manpower. *The Long-Term Demand for Scientific Manpower.* London, HMSO, 1961. Pp. [26].

Includes a Memorandum by the Committee on Scientific Manpower of the Advisory Council on Scientific Policy and a Report by the Statistics Committee of the Council. Estimates demand for scientific manpower in Great Britain to 1970.

58. Toronto. University. Commerce Club. *The Commerce Journal, 1962.* Toronto, 1962. Pp. 91.

Partial Contents: Canada's Atlantic Provinces—a Study in Regional Economic Retardation, by William J. Woodfine. Problems of Economic Development in Sierra Leone, by Douglas G. Hartle. The Outlook for Union-Management Co-operation—with Particular Reference to the Scanlon Plan, by John H. G. Crispo. Resources and Economic Growth, W. T. Easterbrook.

59. U.S. Bureau of Labor Statistics. *Labor, Productivity, and Costs in International Trade, a Collection of Readings.* Washington, GPO, 1960. Pp. 114.

The readings consist of articles, studies, papers, an address, and Congressional testimony.

Labour Conditions in Government Contracts

(*Continued from page 1069*)

Western Head N S: Urban Construction Ltd, erection of reinforced concrete light tower. *Roberval Que:* Arno Electric Reg'd, installation of runway & approach lighting (Project No 2829). *Cove Island Ont:* Docherty Construction Co Ltd, construction of dwelling. *Fort William Ont:* Hacquoil Construction Ltd, reconstruction of portion of aircraft-parking apron, Lakehead Airport. *Toronto Ont:* Canadian Comstock Co Ltd, installation of airport lighting facilities including lighting on runway 05R-23L. *Uplands Ont:* Elihu Edelson Ltd, installation of basement ventilation system & related work, Air Terminal Bldg, Ottawa Arport. *Abbotsford B C:* F B Stewart & Co Ltd, construction of A/P lighting facilities, etc, Airport. *Prince George B C:* Poole Construction Co Ltd, construction of dug well. *Yellowknife N W T:* Territorial Electric, installation of threshold identification lights on runway 32, Airport.

LABOUR STATISTICS

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A—Labour Force

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED AUGUST 18, 1962

(Estimates in thousands)

Source: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	6,862	625	1,894	2,495	1,223	625
Men	5,024	475	1,420	1,780	891	458
Women	1,838	150	474	715	332	167
14—19 years	852	87	260	275	166	64
20—24 years	864	87	281	279	147	70
25—44 years	2,991	251	839	1,118	509	274
45—64 years	1,933	177	472	736	351	197
65 years and over	222	23	42	87	50	20
Employed	6,582	585	1,798	2,404	1,201	594
Men	4,795	440	1,338	1,707	875	435
Women	1,787	145	460	697	326	159
Agriculture	797	49	166	204	343	35
Non-agriculture	5,785	536	1,632	2,200	858	559
Paid Workers	5,355	485	1,496	2,059	807	508
Men	3,771	356	1,079	1,428	543	365
Women	1,584	129	417	631	264	143
Unemployed	280	40	96	91	22	31
Men	229	35	82	73	16	23
Women	51	*	14	18	*	*
Persons not in the Labour Force	5,389	613	1,615	1,786	867	508
Men	1,065	142	311	330	167	115
Women	4,324	471	1,304	1,456	700	393

* Less than 10,000.

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED AUGUST 18, 1962

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Total	14–19 years all persons	20–64 years				65 years and over all persons
			Men		Women		
			Married	Other	Married	Other	
Population 14 years of age and over [1]	12,251	1,828	3,569	963	3,659	912	1,320
Labour force	6,862	852	3,460	872	831	625	222
Employed	6,582	783	3,349	809	818	607	216
Unemployed	280	69	111	63	13	18	*
Not in labour force	5,389	976	109	91	2,828	287	1,098
Participation rate [2]							
1962, August 18	56.0	46.6	96.9	90.6	22.7	68.5	16.8
July 21	56.2	47.6	96.8	91.6	22.6	68.7	16.8
Unemployment rate [3]							
1962, August 18	4.1	8.1	3.2	7.2	1.6	2.9	*
July 21	4.5	11.1	3.1	7.3	1.7	2.8	4.5

[1] Excludes inmates of institutions, members of the armed services, Indians living on reserves and residents of the Yukon and Northwest Territories.

[2] The labour force as a percentage of the population 14 years of age and over.

[3] The unemployed as a percentage of the labour force.

* Less than 10,000 unemployed.

TABLE A-3—UNEMPLOYED, WEEK ENDED AUGUST 18, 1962

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

	August 1962	July 1962	August 1961
Total unemployed	280	308	323
On temporary layoff up to 30 days	17	16	22
Without work and seeking work	263	292	301
Seeking full-time work	247	268	280
Seeking part-time work	16	24	21
Seeking under 1 month	72	92	70
Seeking 1—3 months	102	101	114
Seeking 4—6 months	31	37	44
Seeking more than 6 months	58	62	73

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME

NOTE: Monthly and quarterly figures may not add to annual totals because of rounding.

($ Millions)

SOURCE: Dominion Bureau of Statistics

Year and Month	Monthly Totals			Quarterly Totals[1]						
	Mining	Manufacturing	Transportation, Storage and Communication[2]	Forestry	Construction	Public utilities	Trade	Finance Services (including Government)	Supplementary Labour income	Totals[3]
1957—Total	535	4,838	1,661	336	1,311	277	2,265	3,920	683	16,018
1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,653	746	17,463
1960—Total	551	5,188	1,806	326	1,245	344	2,638	5,019	790	18,119
1961—Total	545	5,348	1,862	285	1,225	356	2,737	5,475	827	18,884
1961—										
June	46.3	457.5	165.5							1,629.4
July	46.2	451.2	166.9							1,615.3
August	46.2	459.3	162.2	75.4	373.8	91.9	690.3	1,375.3	210.2	1,629.9
September	46.3	464.6	162.0							1,657.7
October	46.3	463.0	159.0							1,644.9
November	46.2	458.8	158.1	85.1	311.5	89.9	712.2	1,413.5	211.9	1,625.1
December	45.5	451.3	152.0							1,585.8
1962—										
January	45.8	450.7	151.2							1,565.7
February	45.2	455.9	152.1	68.2	255.6	89.7	687.7	1,421.5	212.0	1,575.7
March	45.6	461.1	150.3							1,590.5
April	45.1	469.0	153.8							1,618.8
May*	47.0	481.7	160.1	65.3	332.5	93.3	717.9	1,475.9	218.1	1,677.1
June†	48.2	491.4	161.3							1,724.9

[1] Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

[2] Includes post office wages and salaries.

[3] Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

* Revised.

† Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees—at June 1962 employees in the principal non-agricultural industries reported a total employment of 2,979,458. Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

(The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Year and Month	Industrial Composite [1]			Manufacturing		
	Index Numbers (1949–100)		Average Weekly Wages and Salaries	Index Numbers (1949–100)		Average Weekly Wages and Salaries
	Employment	Average Weekly Wages and Salaries		Employment	Average Weekly Wages and Salaries	
			$			$
Averages						
1957	122.6	158.1	67.93	115.8	159.1	69.94
1958	117.9	163.9	70.43	109.8	165.3	72.67
1959	119.7	171.0	73.47	111.1	172.5	75.84
1960	118.7	176.5	75.83	109.5	177.8	78.19
1961	118.1	181.8	78.11	108.9	183.6	80.73
1961						
June	121.3	182.8	78.55	111.2	184.6	81.17
July	122.5	182.1	78.24	110.9	182.7	80.34
August	123.9	182.2	78.27	113.1	182.9	80.42
September	123.3	183.3	78.75	112.8	184.6	81.15
October	122.9	183.9	79.02	112.1	186.0	81.79
November	121.6	183.5	78.82	110.9	186.2	81.87
December	117.8	179.4	77.08	107.9	182.3	80.16
1962						
January	115.2	184.5	79.27	108.5	187.1	82.28
February	114.7	186.7	80.21	108.9	188.2	82.74
March	115.2	187.2	80.41	109.6	189.3	83.23
April	116.7	186.7	80.21	110.4	189.0	83.11
May*	121.3	188.1	80.79	113.7	190.4	83.72
June†	124.8	188.6	81.04	116.2	190.4	83.72

[1] Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service, (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

* Revised.

† Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Area	Employment Index Numbers			Average Weekly Wages and Salaries		
	June 1962	May 1962	June 1961	June 1962	May 1962	June 1961
				$	$	$
Provinces						
Newfoundland	143.8	127.5	142.4	73.88	72.89	72.06
Prince Edward Island	150.2	141.6	146.5	57.90	59.35	57.35
Nova Scotia	98.1	97.1	97.6	66.58	66.25	64.56
New Brunswick	110.7	103.0	108.5	65.22	64.45	63.06
Quebec	124.6	120.5	121.3	78.43	78.42	75.45
Ontario	125.6	123.4	120.8	84.25	84.08	81.85
Manitoba	114.1	110.6	113.4	75.67	74.63	74.04
Saskatchewan	132.1	127.0	130.7	77.66	76.73	75.28
Alberta (including Northwest Territories)	163.5	157.4	161.9	82.50	81.64	80.93
British Columbia (including Yukon)	119.1	115.7	116.0	88.21	87.59	85.77
Canada	**124.8**	**121.3**	**121.3**	**81.04**	**80.79**	**78.55**
Urban areas						
St. John's	143.2	138.4	137.6	62.31	60.94	59.56
Sydney	81.9	80.8	84.8	82.65	82.04	76.08
Halifax	124.3	124.3	120.6	68.26	67.65	65.46
Moncton	110.5	107.0	107.5	62.44	61.96	61.11
Saint John	107.6	106.5	104.5	65.78	65.80	62.78
Chicoutimi—Jonquiere	113.2	108.2	113.4	106.95	97.82	95.75
Quebec	122.8	119.2	115.8	68.72	69.55	67.04
Sherbrooke	111.0	107.1	102.2	67.82	66.56	65.88
Shawinigan	106.3	104.2	103.5	90.60	86.54	86.18
Three Rivers	121.5	118.0	115.4	75.62	73.76	73.27
Drummondville	81.8	80.2	76.5	67.33	67.70	62.26
Montreal	129.1	127.3	125.0	80.38	80.51	77.48
Ottawa—Hull	138.7	135.0	130.2	75.58	75.41	73.74
Kingston	118.4	115.7	123.5	78.42	78.99	76.11
Peterborough	97.6	96.9	90.7	90.27	89.66	85.39
Oshawa	189.4	189.5	173.9	102.19	104.98	91.67
Toronto	138.2	137.0	132.8	84.99	84.39	82.36
Hamilton	116.2	114.2	110.1	89.96	90.46	87.52
St. Catharines	113.1	111.0	108.8	91.93	95.04	89.52
Niagara Falls	105.3	101.8	100.7	81.33	82.29	80.05
Brantford	82.4	82.0	82.3	75.23	75.83	74.20
Guelph	126.2	122.7	123.1	75.30	75.51	73.42
Galt	118.4	115.4	107.8	73.17	71.82	71.02
Kitchener	133.2	131.0	124.1	77.60	76.46	74.86
Sudbury	146.2	145.8	148.4	92.58	91.43	91.70
Timmins	90.4	90.4	93.9	71.94	73.10	70.20
London	138.9	137.3	131.7	77.31	76.57	75.00
Sarnia	132.1	134.9	128.6	103.95	104.32	101.23
Windsor	73.9	74.4	74.6	92.06	92.24	89.02
Sault Ste. Marie	151.1	150.9	143.7	101.32	101.73	98.26
Fort William—Port Arthur	111.3	107.9	114.3	81.36	82.21	80.73
Winnipeg	113.0	110.5	113.0	72.88	71.57	71.37
Regina	146.6	142.5	141.5	75.79	75.00	73.07
Saskatoon	144.5	140.8	147.6	73.51	72.64	70.38
Edmonton	208.6	203.7	195.9	78.12	76.23	75.64
Calgary	183.5	179.4	177.7	82.03	81.08	77.42
Vancouver	116.1	114.2	113.6	86.50	86.04	84.11
Victoria	119.0	115.8	110.2	81.30	79.97	77.49

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

NOTE: Information for other industries is given in "Employment and Payrolls"

Industry	Employment			Average Weekly Wages and Salaries		
	June 1962	May 1962	June 1961	June 1962	May 1962	June 1961
				$	$	$
Mining	**121.0**	**117.8**	**119.7**	**98.70**	**98.59**	**95.49**
Metal mining	135.1	133.0	135.2	100.26	100.22	98.18
Gold	70.7	69.5	72.8	80.72	82.63	78.53
Other metal	195.0	192.0	193.4	106.84	106.14	105.07
Fuels	85.3	84.5	84.0	104.64	101.94	97.15
Coal	40.8	41.9	40.6	79.72	77.52	73.32
Oil and natural gas	267.2	258.8	270.9	120.20	118.09	112.51
Non-metal	162.1	147.2	153.3	83.68	86.30	82.16
Manufacturing	**116.2**	**113.7**	**111.2**	**83.72**	**83.72**	**81.16**
Durable goods	120.7	118.4	113.7	90.22	90.38	87.42
Non-durable goods	112.3	109.7	109.1	77.87	77.70	75.70
Food and beverages	122.3	115.5	119.0	73.39	74.15	72.25
Meat products	136.0	132.4	137.5	84.66	85.10	84.25
Canned and preserved fruits and vegetables	114.7	94.4	96.1	62.93	66.36	64.07
Grain mill products	102.5	100.1	102.8	81.79	82.40	79.43
Bread and other bakery products	113.9	111.4	113.1	71.53	70.82	69.25
Distilled and malt liquors	100.5	95.3	120.6	103.42	102.58	98.56
Tobacco and tobacco products	83.9	99.4	81.9	86.01	77.60	82.36
Rubber products	107.9	105.4	100.3	87.07	85.88	84.60
Leather products	89.0	87.4	87.2	55.66	54.58	54.27
Boots and shoes (except rubber)	96.7	94.1	94.6	53.44	51.87	51.62
Textile products (except clothing)	82.2	81.0	78.5	66.51	66.44	64.40
Cotton yarn and broad woven goods	73.6	73.4	70.6	62.98	62.51	61.62
Woollen goods	63.2	61.4	62.6	62.94	62.75	61.12
Synthetic textiles and silk	91.0	88.9	84.1	72.60	73.41	70.02
Clothing (textile and fur)	92.2	91.1	89.5	51.27	51.03	49.86
Men's clothing	96.0	94.7	91.6	50.26	49.32	48.32
Women's clothing	95.9	96.6	96.2	51.47	52.81	50.70
Knit goods	74.8	73.1	70.3	51.59	50.67	50.03
Wood products	113.1	108.1	109.3	71.36	70.75	69.85
Saw and planing mills	116.8	110.8	114.7	73.29	72.56	71.78
Furniture	117.5	114.3	109.7	69.24	69.13	67.66
Other wood products	86.4	82.8	82.5	63.86	62.95	62.37
Paper products	129.2	125.1	127.3	98.78	97.28	94.91
Pulp and paper mills	129.1	124.8	128.7	106.74	104.94	102.16
Other paper products	129.4	125.9	124.0	79.80	79.10	77.29
Printing, publishing and allied industries	127.2	126.7	124.5	90.99	91.46	87.63
Iron and steel products	111.5	109.7	105.4	95.67	95.92	92.46
Agricultural implements	59.2	62.6	67.9	99.09	98.31	93.64
Fabricated and structural steel	163.0	157.0	149.5	99.46	96.86	93.79
Hardware and tools	109.2	106.9	100.4	84.08	84.17	82.15
Heating and cooking appliances	105.4	102.5	97.5	81.94	80.34	79.17
Iron castings	97.4	94.6	91.4	91.06	90.12	88.17
Machinery, industrial machinery	125.0	126.7	115.2	91.37	90.83	88.42
Primary iron and steel	128.0	125.7	120.5	108.70	112.84	106.03
Sheet metal products	121.9	115.5	109.7	95.04	93.62	91.95
Wire and wire products	113.0	112.7	111.5	94.72	95.50	94.22
Transportation equipment	114.5	115.3	106.9	96.39	97.85	92.45
Aircraft and parts	253.0	256.0	258.2	97.56	96.24	95.29
Motor vehicles	114.6	115.8	105.3	112.49	116.67	103.85
Motor vehicles parts and accessories	113.2	116.9	102.9	89.89	96.19	90.46
Railroad and rolling stock equipment	58.0	57.3	55.2	85.68	84.49	83.97
Shipbuilding and repairing	151.0	149.6	130.7	90.93	89.89	83.55
Non-ferrous metal products	127.8	125.4	126.5	95.73	94.37	93.33
Aluminum products	146.4	140.4	141.2	91.43	92.63	89.13
Brass and copper products	105.8	104.5	103.4	88.93	89.98	89.48
Smelting and refining	142.5	140.3	147.4	106.01	102.88	101.08
Electrical apparatus and supplies	150.5	147.1	133.7	89.66	89.16	88.17
Heavy electrical machinery	111.5	107.9	100.7	97.66	97.59	95.72
Telecommunication equipment	270.5	265.7	228.7	86.53	86.67	86.45
Non-metallic mineral products	157.4	151.2	146.0	89.43	88.48	85.71
Clay products	96.2	91.3	92.1	79.51	79.71	79.20
Glass and glass products	173.6	165.4	160.3	85.14	84.29	80.47
Products of petroleum and coal	143.5	141.1	140.2	120.02	121.46	116.78
Petroleum refining and products	144.9	143.6	142.9	121.48	122.47	117.59
Chemical products	136.6	135.8	133.3	98.47	98.39	94.78
Medicinal and pharmaceutical preparations	124.4	122.3	120.9	85.70	85.77	82.69
Acids, alkalis and salts	163.7	160.3	158.3	109.02	109.71	106.47
Other chemical products	133.6	133.6	130.8	98.43	98.14	94.38
Miscellaneous manufacturing industries	144.9	142.7	139.0	73.13	73.33	71.40
Construction	**137.1**	**127.5**	**134.3**	**86.98**	**85.21**	**83.26**
Building and general engineering	133.3	123.6	127.7	93.71	91.85	89.92
Highways, bridges and streets	143.5	134.0	145.5	76.52	74.97	73.47
Electric and motor transportation	125.6	137.8	138.0	86.05	85.64	83.68
Service	**162.8**	**157.7**	**155.2**	**56.70**	**57.09**	**55.23**
Hotels and restaurants	142.4	136.4	137.6	43.08	43.45	41.93
Laundries and dry cleaning plants	132.6	130.6	126.1	50.73	50.83	48.89
Industrial composite	**124.8**	**121.3**	**121.3**	**81.04**	**80.79**	**78.55**

Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners of the co-operative firms.

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING BY PROVINCES

(Hourly-Rated Wage-Earners)

SOURCE: Man-hours and Hourly Earnings (Dominion Bureau of Statistics)

(The latest figures are subject to revision)

—	Average Hours Worked			Average Hourly Earnings		
	June 1962	May 1962	June 1961	June 1962	May 1962	June 1961
				$	$	$
Newfoundland	41.6	40.8	44.1	1.59	1.70	1.53
Nova Scotia	41.5	41.9	42.3	1.63	1.65	1.57
New Brunswick	41.3	41.9	43.7	1.58	1.53	1.46
Quebec	41.8	41.7	41.7	1.72	1.70	1.65
Ontario	41.2	41.2	40.9	1.97	1.99	1.93
Manitoba	40.1	39.6	40.3	1.75	1.76	1.74
Saskatchewan	39.8	39.6	39.6	2.00	2.02	1.96
Alberta (1)	40.8	40.1	40.1	2.00	2.00	1.96
British Columbia (2)	38.3	38.1	37.9	2.27	2.27	2.22

(1) Includes Northwest Territories.

(2) Includes Yukon Territory.

NOTE:—Information on hours and earnings by cities is obtainable from Man-Hours and Hourly Earnings (Dominion Bureau of Statistics).

TABLE C-6—EARNINGS AND HOURS OF HOURLY-RATED WAGE EARNERS IN MANUFACTURING

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

Period	Hours Worked Per week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949=100)	
				Current Dollars	1949 Dollars
		$	$		
Monthly Average 1957	40.4	1.61	64.96	155.6	127.4
Monthly Average 1958	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959	40.7	1.72	70.16	168.1	132.8
Monthly Average 1960	40.4	1.78	71.96	172.4	134.5
Monthly Average 1961	40.6	1.83	74.27	177.9	137.7
Last Pay Period in:					
1961 June	41.0	1.83	75.02	179.7	139.3
July	40.6	1.82	73.95	177.2	137.3
August	40.9	1.82	74.26	177.9	137.8
September	41.3	1.81	75.00	179.7	139.1
October	41.2	1.84	75.69	181.3	139.8
November	46.2	1.84	75.64	181.2	139.6
December	38.8	1.88	72.85	174.5	134.6
1962 January	40.6	1.86	75.47	180.8	139.3
February	40.8	1.86	75.99	182.1	140.4
March	41.0	1.87	76.68	183.7	141.0
April	40.6	1.89	76.50	183.3	140.9
May*	41.0	1.89	77.51	185.7	142.3
June†	41.1	1.88	77.50	185.7	141.7

NOTE: The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings.*

*Revised.

†Subject to revision.

TABLE C-5—HOURS AND EARNINGS BY INDUSTRY

(Hourly-Rated Wage-Earners)

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	June 1962	May 1962	June 1961	June 1962	May 1962	June 1961	June 1962	May 1962	June 1961
	no.	no.	no.	$	$	$	$	$	$
Mining	**42.0**	**42.2**	**42.2**	**2.19**	**2.17**	**2.12**	**91.95**	**91.72**	**89.39**
Metal mining	41.9	42.4	42.5	2.28	2.25	2.20	95.42	95.46	93.47
Gold	42.5	43.8	43.1	1.76	1.76	1.69	74.92	77.21	72.91
Other metal	41.7	41.9	42.3	2.47	2.44	2.39	102.84	102.04	101.26
Fuels	41.7	40.7	41.4	2.09	2.06	1.99	86.91	83.88	82.20
Coal	42.5	41.5	41.2	1.84	1.84	1.75	78.28	76.25	71.98
Oil and natural gas	40.3	39.1	41.6	2.52	2.51	2.32	101.43	98.26	96.68
Non-metal	42.6	43.1	41.9	1.95	1.96	1.92	83.11	84.41	80.63
Manufacturing	**41.1**	**41.0**	**41.0**	**1.88**	**1.89**	**1.83**	**77.50**	**77.51**	**75.02**
Durable goods	41.6	41.7	41.3	2.04	2.04	1.99	84.86	85.12	82.04
Non-durable goods	40.6	40.5	40.8	1.73	1.74	1.68	70.50	70.20	68.58
Food and beverages	41.2	41.4	42.2	1.63	1.64	1.59	66.98	68.02	66.98
Meat products	41.3	41.0	42.2	1.94	1.96	1.91	80.10	80.51	80.55
Canned and preserved fruits and vegetables	40.7	40.1	39.4	1.34	1.42	1.39	54.57	56.82	54.62
Grain mill products	42.6	42.9	42.7	1.83	1.85	1.75	77.95	79.17	74.76
Bread and other bakery products	42.3	42.3	43.4	1.54	1.52	1.50	64.99	64.48	64.95
Distilled liquors	42.1	40.6	41.4	2.22	2.18	2.08	93.49	88.35	85.85
Malt liquors	40.2	40.4	41.1	2.35	2.38	2.35	94.49	96.17	96.61
Tobacco and tobacco products	39.8	39.0	39.7	2.01	1.84	1.94	80.11	71.65	76.92
Rubber products	42.3	41.6	41.4	1.94	1.94	1.89	82.07	80.47	78.37
Leather products	39.8	38.9	40.2	1.28	1.27	1.24	50.86	49.55	49.91
Boots and shoes (except rubber)	39.9	38.4	40.0	1.23	1.23	1.18	49.10	47.09	47.40
Other leather products	39.7	40.0	40.5	1.39	1.38	1.37	54.99	55.23	55.65
Textile products (except clothing)	42.3	42.2	42.1	1.42	1.42	1.37	60.03	60.03	57.78
Cotton yarn and broad woven goods	40.3	40.1	40.5	1.46	1.45	1.41	58.78	58.16	57.21
Woollen goods	44.1	43.8	43.7	1.31	1.31	1.29	57.92	57.44	56.19
Synthetic textiles and silk	42.8	43.8	42.7	1.51	1.52	1.46	64.65	66.57	62.17
Clothing (textile and fur)	37.9	37.7	38.0	1.22	1.22	1.17	46.23	45.88	44.62
Men's clothing	37.9	37.2	37.3	1.21	1.21	1.17	45.78	45.03	43.72
Women's clothing	35.5	36.5	36.3	1.30	1.31	1.24	46.25	47.64	45.02
Knit goods	40.9	40.0	40.9	1.14	1.13	1.10	46.77	45.33	45.05
*Wood products	41.9	41.4	41.6	1.64	1.63	1.60	68.63	67.61	66.65
Saw and planing mills	41.3	40.7	41.0	1.74	1.74	1.70	71.87	70.82	69.61
Furniture	42.7	42.5	42.7	1.51	1.49	1.47	64.38	63.52	62.64
Other wood products	43.5	42.6	42.8	1.36	1.36	1.34	59.03	57.81	57.53
Paper products	41.9	41.2	41.4	2.23	2.22	2.15	93.51	91.47	88.94
Pulp and paper mills	42.1	41.3	41.4	2.41	2.39	2.31	101.18	98.80	95.61
Other paper products	41.4	41.0	41.5	1.76	1.75	1.71	73.03	71.92	70.86
Printing, publishing and allied industries	39.0	39.4	39.2	2.31	2.32	2.22	89.97	91.44	86.92
*Iron and steel products	41.7	41.7	41.1	2.18	2.20	2.14	90.94	91.62	87.90
Agricultural implements	41.9	41.2	40.1	2.19	2.21	2.16	91.86	91.07	86.38
Fabricated and structural steel	42.3	41.6	41.0	2.19	2.15	2.10	92.40	89.30	86.13
Hardware and tools	43.0	42.8	42.2	1.82	1.82	1.79	78.15	77.81	75.64
Heating and cooking appliances	41.2	40.2	40.5	1.85	1.86	1.80	76.04	74.56	73.10
Iron castings	41.4	42.0	41.8	2.06	2.06	2.01	85.55	86.48	83.99
Machinery, industrial	42.1	41.7	41.8	2.04	2.03	1.98	86.00	84.53	82.55
Primary iron and steel	40.5	41.5	40.2	2.58	2.64	2.54	104.49	109.66	101.88
Sheet metal products	42.7	41.9	41.9	2.14	2.14	2.10	91.55	89.53	88.18
Wire and wire products	41.8	42.3	42.2	2.14	2.14	2.12	89.24	90.43	89.57
*Transportation equipment	41.4	42.1	40.8	2.20	2.21	2.13	91.20	93.21	87.00
Aircraft and parts	41.0	41.1	41.7	2.14	2.13	2.10	87.49	87.67	87.83
Motor vehicles	43.2	45.3	41.7	2.46	2.48	2.34	106.25	112.55	97.60
Motor vehicle parts and accessories	41.4	42.5	40.5	2.09	2.15	2.09	86.56	91.48	84.52
Railroad and rolling stock equipment	39.7	39.5	39.4	2.10	2.09	2.07	83.44	82.33	81.67
Shipbuilding and repairing	41.1	41.3	40.0	2.19	2.15	2.05	89.91	88.65	81.97
*Non-ferrous metal products	40.5	40.7	40.6	2.22	2.16	2.16	89.79	88.01	87.56
Aluminum products	41.4	42.1	41.6	1.93	1.92	1.90	79.92	80.78	78.84
Brass and copper products	41.0	41.5	41.6	2.03	2.05	2.02	83.19	85.00	84.27
Smelting and refining	40.0	40.0	40.0	2.51	2.42	2.39	100.18	96.71	95.40
*Electrical apparatus and supplies	41.1	40.7	41.0	1.91	1.90	1.88	78.56	77.43	77.18
Heavy electrical machinery and equipment	41.2	41.1	41.2	2.15	2.14	2.08	88.49	87.81	85.71
Telecommunication equipment	40.7	40.4	40.6	1.74	1.74	1.73	70.67	70.26	70.23
Refrigerators, vacuum cleaners and appliances	40.2	40.3	40.1	1.93	1.93	1.91	77.68	77.78	76.64
Wire and cable	42.5	41.7	43.4	2.13	2.13	2.08	90.53	88.81	90.49
Miscellaneous electrical products	41.2	40.4	40.6	1.80	1.80	1.79	74.35	72.53	72.59
*Non-metallic mineral products	43.8	43.6	43.7	1.92	1.91	1.86	83.97	83.30	81.38
Clay products	43.2	42.9	43.8	1.72	1.73	1.69	74.22	74.16	74.13
Glass and glass products	41.2	41.1	41.0	1.92	1.91	1.87	78.98	78.49	76.59
Products of petroleum and coal	41.4	42.0	41.5	2.65	2.68	2.57	109.52	112.29	106.69
Chemical products	41.2	41.3	41.2	2.11	2.10	2.03	86.82	86.68	83.64
Medicinal and pharmaceutical preparations	40.2	39.9	40.1	1.64	1.62	1.54	65.72	64.42	61.84
Acids, alkalis and salts	40.5	41.0	41.2	2.41	2.41	2.33	97.86	98.68	96.07
Miscellaneous manufacturing industries	41.1	40.9	41.1	1.55	1.55	1.51	63.75	63.28	62.15
Professional and scientific equipment	40.5	40.5	40.7	1.85	1.85	1.85	75.07	74.88	75.19
Construction	**41.9**	**40.6**	**41.9**	**2.04**	**2.04**	**1.94**	**85.44**	**82.93**	**81.47**
Building and general engineering	40.9	39.8	41.1	2.23	2.24	2.13	91.31	88.94	87.31
Highways, bridges and streets	43.7	42.0	43.3	1.72	1.72	1.65	75.02	72.34	71.43
Electric and motor transportation	43.5	43.2	43.8	1.99	1.98	1.90	86.34	85.62	83.12
Service	**38.6**	**38.4**	**39.0**	**1.09**	**1.10**	**1.06**	**42.11**	**42.41**	**41.14**
Hotels and restaurants	38.2	38.2	39.0	1.05	1.07	1.02	40.17	40.81	39.93
Laundries and dry cleaning plants	40.5	40.5	40.0	1.05	1.05	1.03	42.49	42.57	41.07

* Durable manufactured goods industries.

D—National Employment Service Statistics

Statistics presented in the following tables relate to registrations for employment and vacancies notified by employers at NES offices. These data are derived from reports prepared in National Employment Service offices and processed in the Unemployment Insurance Section, D.B.S. See also Technical Note, page 1089.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(Source: National Employment Service, Unemployment Insurance Commission)

Period	Unfilled Vacancies*			Registrations for Employment		
	Male	Female	Total	Male	Female	Total
End of:						
August 1957	14,379	16,047	30,426	171,981	76,446	248,427
August 1958	10,012	13,446	23,458	237,319	106,423	343,742
August 1959	16,741	18,466	35,207	172,417	96,074	268,491
August 1960	13,748	14,427	28,175	236,969	117,044	354,013
August 1961	14,963	17,850	32,813	216,245	104,695	320,940
September 1961	14,645	17,066	31,711	216,358	101,260	317,618
October 1961	12,936	14,979	27,915	249,228	107,697	356,925
November 1961	17,462	15,940	33,402	329,306	124,966	454,272
December 1961	11,402	10,866	22,268	478,470	136,566	615,036
January 1962	11,428	12,069	23,497	570,061	161,094	731,155
February 1962	12,308	13,073	25,381	585,555	161,992	747,547
March 1962	15,184	15,359	30,543	579,641	158,342	737,983
April 1962	25,557	18,868	44,425	496,099	146,551	642,650
May 1962	22,026	20,999	43,025	329,391	126,461	455,852
June 1962	22,436	20,672	43,108	237,747	119,561	357,308
July 1962[1]	22,872	17,895	40,767	224,452	113,407	337,859
August 1962[1]						

[1] Latest figures subject to revision.

* Current Vacancies only. Deferred Vacancies are excluded.

TABLE D-2—REGISTRATIONS RECEIVED, VACANCIES NOTIFIED AND PLACEMENTS EFFECTED DURING YEAR 1958-1961 AND DURING MONTH JULY 1961—JULY 1962.

(Source: National Employment Service, Unemployment Insurance Commission)

Year and Month	Registrations Received		Vacancies Notified		Placements Effected	
	Male	Female	Male	Female	Male	Female
1958—Year	2,790,412	1,012,974	620,394	374,245	548,663	291,466
1959—Year	2,753,997	1,037,536	753,904	421,927	661,872	324,201
1960—Year	3,046,572	1,107,427	724,098	404,824	641,872	316,428
1961—Year	3,125,195	1,106,790	836,534	469,119	748,790	371,072
1961—July	231,069	98,915	74,950	44,374	66,017	37,286
August	232,512	100,946	86,849	57,620	76,895	45,527
September	234,100	92,605	84,048	46,469	80,430	38,934
October	262,415	94,783	78,281	39,501	70,797	31,679
November	328,443	108,175	83,750	38,498	70,353	28,162
December	361,979	91,992	62,933	36,436	61,219	35,284
1962—January	343,460	109,466	57,373	35,946	49,668	26,878
February	244,177	75,220	56,595	30,459	48,546	22,688
March	250,908	81,800	60,933	37,064	50,161	27,365
April	226,940	79,051	82,893	40,026	65,841	29,194
May	239,245	95,925	117,362	51,441	107,811	38,595
June	231,507[r]	100,426[r]	92,346	48,564	86,218	39,253
July	250,980[1]	114,963[1]	97,147	56,863	85,399	49,523

[1] Preliminary—subject to revision.

[r] Revised figures.

TABLE D-3—PLACEMENTS EFFECTED BY INDUSTRY AND BY SEX DURING JULY, 1962

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Industry Group	Male	Female	Total	Change from July, 1961
Agriculture, Fishing, Trapping	15,026	16,169	31,195	+ 12,498
Forestry	3,266	33	3,299	+ 614
Mining, Quarrying and Oil Wells	923	60	983	+ 59
Metal Mining	591	10	601	+ 37
Fuels	104	19	123	− 20
Non-Metal Mining	90	4	94	− 14
Quarrying, Clay and Sand Pits	86	1	87	+ 17
Prospecting	52	26	78	+ 39
Manufacturing	16,217	9,299	25,516	+ 5,177
Foods and Beverages	2,801	3,266	6,067	+ 1,541
Tobacco and Tobacco Products	37	111	148	+ 100
Rubber Products	99	73	172	+ 62
Leather Products	183	310	493	+ 166
Textile Products (except clothing)	540	391	931	+ 333
Clothing (textile and fur)	393	2,100	2,493	+ 423
Wood Products	2,174	210	2,384	+ 229
Paper Products	1,045	308	1,353	− 308
Printing, Publishing and Allied Industries	669	316	985	+ 262
Iron and Steel Products	3,540	436	3,976	+ 1,088
Transportation Equipment	1,775	213	1,988	+ 392
Non-Ferrous Metal Products	720	185	905	+ 266
Electrical Apparatus and Supplies	509	500	1,009	+ 273
Non-Metallic Mineral Products	673	114	787	+ 90
Products of Petroleum and Coal	77	25	102	+ 2
Chemical Products	448	205	653	+ 72
Miscellaneous Manufacturing Industries	534	536	1,070	+ 186
Construction	15,624	223	15,847	+ 2,953
General Contractors	10,694	128	10,822	+ 1,926
Special Trade Contractors	4,930	95	5,025	+ 1,027
Transportation, Storage and Communication	8,170	549	8,719	+ 3,096
Transportation	7,560	275	7,835	+ 2,777
Storage	465	77	542	+ 220
Communication	145	197	342	+ 99
Public Utility Operation	454	60	514	+ 211
Trade	8,770	6,184	14,954	+ 2,401
Wholesale	3,781	1,925	5,706	+ 810
Retail	4,989	4,259	9,248	+ 1,591
Finance, Insurance and Real Estate	639	1,153	1,792	+ 454
Service	16,310	15,793	32,103	+ 4,156
Community or Public Service	1,120	1,344	2,464	+ 525
Government Service	3,541	884	4,425	− 128
Recreation Service	2,566	276	2,842	+ 185
Business Service	3,840	1,324	5,164	+ 1,004
Personal Service	5,243	11,965	17,208	+ 2,570
Grand Total	85,399	49,523	134,922	+ 31,619

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TABLE D-4.—REGISTRATIONS FOR EMPLOYMENT BY OCCUPATION AND BY SEX AS AT JULY 31, 1962.[1]

(SOURCE: National Employment Service, Unemployment Insurance Commission.)

Occupational Group	Registrations for Employment		
	Male	Female	Total
Professional & Managerial Workers	7,594	1,990	9,584
Clerical Workers	16,909	41,435	58,344
Sales Workers	6,995	13,498	20,493
Personal & Domestic Service Workers	26,014	20,203	46,217
Seamen	833	11	844
Agriculture, Fishing, Forestry (Ex. log.)	6,063	1,013	7,076
Skilled and Semi-Skilled Workers	81,038	14,082	95,120
Food and kindred products (incl. tobacco)	858	369	1,227
Textiles, clothing, etc.	1,886	8,332	10,218
Lumber and lumber products	8,434	93	8,527
Pulp, paper (incl. printing)	842	321	1,163
Leather and leather products	680	740	1,420
Stone, clay & glass products	264	32	296
Metalworking	10,814	935	11,749
Electrical	1,508	982	2,490
Transportation equipment	1,370	52	1,422
Mining	1,263	—	1,263
Construction	12,965	4	12,969
Transportation (except seamen)	15,825	94	15,919
Communications & public utility	440	1	441
Trade and service	3,524	1,235	4,759
Other skilled and semi-skilled	14,170	674	14,844
Foremen	1,751	211	1,962
Apprentices	4,444	7	4,451
Unskilled Workers	79,006	21,175	100,181
Food and tobacco	2,545	5,301	7,846
Lumber & lumber products	6,455	281	6,736
Metalworking	3,045	440	3,485
Construction	29,798	6	29,804
Other unskilled workers	37,189	15,148	52,337
GRAND TOTAL	**224,452**	**113,407**	**337,859**

[1] Preliminary—subject to revision.

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JULY 31, 1962

(Source: National Employment Service, Unemployment Insurance Commission)

Office	(1) July 31, 1962	Previous Year July 31, 1961
Newfoundland	**7,691**	**7,205**
Corner Brook	2,441	2,333
Grand Falls	625	650
St. John's	4,625	4,222
Prince Edward Island	**1,328**	**1,229**
Charlottetown	700	576
Summerside	628	653
Nova Scotia	**13,181**	**13,678**
Amherst	640	668
Bridgewater	561	686
Halifax	3,977	3,546
Inverness	267	236
Kentville	1,045	1,040
Liverpool	332	307
New Glasgow	1,500	1,315
Springhill	548	610
Sydney	2,380	2,801
Sydney Mines	668	1,241
Truro	720	638
Yarmouth	543	590
New Brunswick	**11,079**	**10,392**
Bathurst	835	732
Campbellton	844	918
Edmundston	773	666
Fredericton	1,218	1,087
Minto	455	360
Moncton (2)	2,555	2,095
Newcastle	917	868
Saint John	2,525	2,448
St. Stephen	324	632
Sussex	190	187
Woodstock	443	399
Quebec	**109,770**	**111,415**
Alma	1,807	1,563
Asbestos	290	269
Baie Comeau	430	441
Beauharnois	906	711
Buckingham	407	530
Causapscal	751	601
Chandler	1,136	503
Chicoutimi	1,870	1,646
Cowansville	275	862
Dolbeau	735	831
Drummondville	1,425	1,863
Farnham	326	519
Forestville	299	288
Gaspé	701	391
Granby	1,696	1,472
Hull	1,600	1,784
Joliette	2,587	2,756
Jonquière	2,151	1,614
Lachute	428	408
La Malbaie	526	868
La Tuque	692	632
Lévis	1,496	1,743
Louiseville	703	737
Magog	475	442
Maniwaki	274	411
Matane	999	775
Mégantic	386	472
Mont-Laurier	431	522
Montmagny	785	863
Montréal	42,052	46,586
New Richmond	465	424
Port Alfred	599	490
Québec	9,227	7,870
Rimouski	1,682	1,380
Rivière du Loup	1,715	1,398
Roberval	1,274	894
Rouyn	1,646	1,640
Ste Agathe des Monts	218	296
Ste. Anne de Bellevue	541	759
Ste. Thérèse	1,422	1,274
St. Hyacinthe	1,410	1,501
St. Jean	1,978	1,385
St. Jérôme	1,009	1,424
Sept-Iles	1,088	1,585
Shawinigan	2,686	2,477
Quebec—Concluded		
Sherbrooke	3,662	3,359
Sorel	927	1,700
Thetford Mines	1,001	845
Trois-Rivières	3,492	2,921
Val d'Or	1,282	1,365
Valleyfield	1,386	1,147
Victoriaville	1,191	1,292
Ville St. Georges	1,230	886
Ontario	**117,216**	**133,570**
Arnprior	188	217
Barrie	940	860
Belleville	1,014	1,149
Bracebridge	379	384
Brampton	1,091	1,052
Brantford	1,896	2,486
Brockville	427	393
Carleton Place	162	141
Chatham	2,380	1,997
Cobourg	882	834
Collingwood	380	481
Cornwall	1,767	2,027
Elliot Lake	309	495
Fort Erie	338	372
Fort Frances	241	283
Fort William	1,145	1,252
Galt	839	1,902
Gananoque	154	150
Goderich	267	353
Guelph	1,129	1,539
Hamilton	7,980	10,655
Hawkesbury	280	384
Kapuskasing	640	898
Kenora	353	293
Kingston	1,592	1,496
Kirkland Lake	485	869
Kitchener	2,014	2,676
Leamington	651	750
Lindsay	739	681
Listowel	173	171
London	3,270	3,607
Long Branch	2,599	2,623
Midland	382	281
Napanee	229	290
New Liskeard (3)	354	—
Newmarket	1,202	946
Niagara Falls	1,222	1,358
North Bay	681	948
Oakville	497	737
Orillia	449	647
Oshawa	8,597	8,003
Ottawa	3,765	3,962
Owen Sound	813	838
Parry Sound	294	80
Pembroke	908	989
Perth	338	402
Peterborough	2,084	2,388
Picton	125	149
Port Arthur	1,250	1,777
Port Colborne	524	452
Prescott	376	638
Renfrew	219	286
St. Catharines	4,438	3,770
St. Thomas	731	659
Sarnia	1,360	2,254
Sault Ste. Marie	1,217	1,915
Simcoe	1,913	843
Sioux Lookout	109	103
Smiths Falls	342	351
Stratford	576	647
Sturgeon Falls	477	411
Sudbury	1,790	2,975
Tillsonburg	849	320
Timmins	1,113	1,677
Toronto	25,637	31,571
Trenton	587	546
Walkerton	429	526
Wallaceburg	573	638
Welland	1,493	1,667
Weston	2,573	3,035
Windsor	9,424	10,342
Woodstock	572	679

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JULY 31, 1962

(Source: National Employment Service, Unemployment Insurance Commission)

Office	(1) July 31, 1962	Previous Year July 31, 1961	Office	(1) July 31, 1962	Previous Year July 31, 1961
Manitoba	**12,817**	**14,472**	**British Columbia**	**37,292**	**44,917**
Brandon	956	1,039	Chilliwack	710	1,215
Dauphin	461	545	Courtenay	779	1,053
Flin Flon	129	130	Cranbrook	562	438
Portage la Prairie	515	451	Dawson Creek	909	870
The Pas	209	166	Duncan	831	1,119
Winnipeg	10,547	12,141	Kamloops	726	1,084
			Kelowna	496	519
Saskatchewan	**8,616**	**9,275**	Kitimat	83	1,005
Estevan	151	280	Mission City	658	719
Lloydminster	126	196	Nanaimo	895	1,406
Moose Jaw	624	690	Nelson	410	504
North Battleford	433	389	New Westminster	5,821	6,530
Prince Albert	973	1,085	Penticton	735	694
Regina	2,528	2,363	Port Alberni	580	819
Saskatoon	2,537	2,708	Prince George	989	1,014
Swift Current	323	299	Prince Rupert	484	629
Weyburn	147	214	Princeton	234	222
Yorkton	774	1,051	Quesnel	576	701
			Trail	452	531
Alberta	**18,869**	**17,856**	Vancouver	16,819	19,449
Blairmore	303	244	Vernon	834	760
Calgary	5,816	6,325	Victoria	2,449	3,296
Drumheller	295	321	Whitehorse	260	340
Edmonton	9,078	7,581			
Edson	352	243	**Canada**	**337,859**	**364,009**
Grande Prairie	592	558			
Lethbridge	1,129	1,013	Males	224,452	246,016
Medicine Hat	587	792			
Red Deer	717	779	Females	113,407	117,993

(1) Preliminary—subject to revision.

(2) Includes 88 registrations reported by the Magdalen Islands local office.

(3) Prior to May 1962 figures included with Kirkland Lake local office.

Technical Note to "D" Tables

Tables D-1 to D-5 present selected statistics emanating from operations of National Employment Offices. These statistics, therefore, must be interpreted in the light of National Employment Service policy, operations, and reporting methods. Within this context, these operational statistics can provide useful information on labour supply and demand, historically and at specific points in time, by occupations, industries and local office areas.

Each National Employment Office is engaged in: (1) receiving applications for employment, assessing and recording the qualifications, interests, and aptitudes of the applicants, and assigning the occupational classifications which represent the applicants' highest levels of skill; (2) receiving orders for workers from employers, recording the employers' specifications for job vacancies, and classifying the orders occupationally and according to the industrial activity of the employers; (3) selecting from among available applicants the persons whose qualifications most closely approximate the specifications on the employers' orders; and (4) initiating clearance procedure to inform other National Employment Offices when suitable applicants are not available locally to fill employers' requirements. (There are numerous other related activities engaged in by National Employment Offices, but these are not the subject of the operational statistics under discussion.)

The industrial classification system used to classify employers and employers' orders is the Standard Industrial Classification of the Dominion Bureau of Statistics.

The occupational classification system used for classifying employers' orders and applications for employment is that of the Dictionary of Occupational Titles, published by the United States Employment Service. This system is based solely on the needs of the personnel selection process, and as a result is dissimilar from other occupational groupings such as occur in the census or in various salary evaluation systems.

The two basic statistical reports of the National Employment Service reflect these operations and systems of classification.

One of these statistical reports is produced from a physical count of the local office files of orders and applications, and shows by occupational groups the number of unfilled vacancies and registrations for employment that are active *on the last working day of each month.* Certain exclusions are made in this count, however. Total unfilled vacancies specifically exclude "deferred vacancies," i.e., those vacancies that are listed with the local offices but for which employers are not yet ready to accept referrals or confirm hiring. Total registrations for employment exclude those persons who are known to be employed but are seeking different work, those persons who also have applications registered with other local offices, those persons who are seeking part-time work only, those persons who have registered in advance of their availability for work, and a few other similar categories. Since registrations are retained on an active basis for 14 days, these totals will include some applicants who have found work on their own but have not so notified the local office. Month-end data taken from this report on unfilled vacancies and registrations for employment are to be found in Tables D-1, D-4 and D-5. With particular reference to Table D-5, it should be noted that the totals given for each office represent the whole area served by the office and not simply those in the city or town in which the office is located.

The other basic statistical report contains monthly totals of certain National Employment Office operations, including such items as registrations received, vacancies notified, and placements effected, *during the whole of the month reported.* In this report, "registrations received" include the total number of registrations recorded during the month, and therefore differ considerably from "registrations for employment" taken from the other report, which deals only with selected registrations at a specific point in time. Vacancies notified and placements effected are recorded in this report by industry groups, but in the table published here, only placements effected are shown by industry groups.

"Vacancies Notified" are the total number of job openings that have been listed by employers with National Employment Offices, and, as such, provide an indication of fluctuations in the demand for workers. "Placements Effected" are the number of confirmed placements made by the NES on the vacancies notified. As such, placements effected provide an indicator of the number of persons who have found employment during the period. Placements effected include regular placements, casual placements (in jobs with an anticipated duration of six days or less), and transfers-out (placements involving the movement of workers from one local office area to another).

Tables D-2 and D-3 contain data on registrations received, vacancies notified and placements effected, and placements by industry, respectively, taken from the operational report covering the whole of each month.

E—Unemployment Insurance

Unemployment insurance statistics are concerned with numbers of persons covered by insurance and claimants for benefit at Unemployment Insurance Commission local offices. The data are compiled in the Unemployment Insurance Section, D.B.S. from information supplied by the UIC. For further information regarding the nature of the data see Technical Note, page 270, February issue.

TABLE E-1—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT (Revised*)

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

End of:	Total	Employed	Claimants
1962—May	3,895,000	3,631,100	263,900
April	4,064,000	3,499,500	564,500
March	4,144,000	3,456,500	687,500
February	4,161,000	3,442,300	718,700
January	4,158,000	3,459,500	698,500
1961—December	4,139,000	3,537,800	601,200
November	4,023,000	3,637,000	386,000
October	3,940,000	3,671,300	268,700
September	3,913,000	3,683,800	229,200
August	3,939,000	3,709,700	229,300
July	3,918,000	3,662,700	255,300
June	3,896,000	3,629,100	266,900
May	4,021,360	3,505,820	515,540†

*Revised on the basis of June 1, 1961 book renewal.

†The number of persons reporting to local offices as claimants during the first two weeks of book renewal. For other months, the claimants are as shown in Table E-2.

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT BY PROVINCE, JUNE, 1962

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland	1,701	1,314	387	2,024	1,062	962	563
Prince Edward Island	231	150	81	249	173	76	54
Nova Scotia	3,927	2,319	1,608	4,145	3,024	1,121	967
New Brunswick	2,895	1,872	1,023	3,073	2,029	1,044	906
Quebec	29,495	19,070	10,425	29,905	20,398	9,507	10,170
Ontario	34,497	21,228	13,269	35,496	24,294	11,202	9,515
Manitoba	3,544	2,347	1,197	3,934	2,567	1,367	840
Saskatchewan	1,618	1,096	522	1,671	1,047	624	425
Alberta	4,489	2,952	1,537	4,915	3,293	1,622	1,340
British Columbia	11,087	6,868	4,219	12,240	7,894	4,346	2,436
Total, Canada, June 1962	93,484	59,216	34,268	97,652	65,781	31,871	27,216
Total, Canada, May 1962	138,439	92,945	45,494	153,463	119,826	33,637	31,384
Total, Canada, June 1961	112,845	67,970	44,875	118,433	84,615	33,818	28,621

*In addition, revised claims received numbered 36,994.

†In addition, 38,432 revised claims were disposed of. Of these, 3,959 were special requests not granted and 2,400 were appeals by claimants. There were 9,367 revised claims pending at the end of the month.

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, JUNE 29, 1962

(Counted on last working day of the month)

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province and Sex	Total claimants	Number of weeks on claim							Percentage Postal	June 30 1961 Total claimants
		2 or Less	3-4	5-8	9-12	13-16	17-20	Over 20		
Canada	214,311	59,320	22,760	31,252	25,519	18,872	13,380	43,208	31.2	266,876
Male	136,524	39,660	14,712	19,524	16,932	12,311	8,001	25,384	34.3	177,195
Female	77,787	19,660	8,048	11,728	8,587	6,561	5,379	17,824	25.6	89,681
Newfoundland	6,678	984	454	778	857	761	895	1,949	71.2	6,427
Male	5,633	817	346	684	755	661	786	1,584	72.5	5,435
Female	1,045	167	108	94	102	100	109	365	63.8	992
Prince Edward Island	749	160	61	111	92	63	54	208	52.9	808
Male	466	100	41	73	59	40	37	116	56.2	516
Female	283	60	20	38	33	23	17	92	47.3	292
Nova Scotia	10,181	2,158	886	1,287	1,649	863	629	2,709	41.3	12,842
Male	7,582	1,659	663	911	1,281	642	442	1,984	41.4	10,242
Female	2,599	499	223	376	368	221	187	725	41.1	2,600
New Brunswick	8,568	1,803	746	1,223	1,600	942	538	1,716	50.0	9,625
Male	6,185	1,298	556	879	1,348	738	364	1,002	51.9	6,980
Female	2,383	505	190	344	252	204	174	714	44.9	2,645
Quebec	66,079	19,750	7,303	10,360	7,610	6,114	3,846	11,096	29.5	82,611
Male	43,579	13,100	4,928	6,738	5,186	4,415	2,564	6,648	32.4	54,861
Female	22,500	6,650	2,375	3,622	2,424	1,699	1,282	4,448	23.9	27,750
Ontario	71,161	22,199	8,067	10,054	7,228	5,368	4,056	14,189	20.6	93,959
Male	40,914	14,140	4,667	5,440	3,948	2,889	2,017	7,813	20.9	59,060
Female	30,247	8,059	3,400	4,614	3,280	2,479	2,039	6,376	20.1	34,899
Manitoba	9,890	2,473	936	1,413	1,175	1,026	699	2,168	23.8	10,695
Male	6,168	1,664	574	873	748	582	395	1,332	27.9	6,647
Female	3,722	809	362	540	427	444	304	836	16.9	4,048
Saskatchewan	5,010	962	427	759	644	428	400	1,390	43.7	5,652
Male	2,861	585	235	433	403	250	206	749	49.6	3,336
Female	2,149	377	192	326	241	178	194	641	35.8	2,316
Alberta	11,983	2,824	1,343	1,682	1,786	1,272	903	2,173	66.0	12,219
Male	7,928	1,969	958	1,169	1,263	863	514	1,192	72.0	8,081
Female	4,055	855	385	513	523	409	389	981	54.3	4,138
British Columbia	24,012	6,007	2,537	3,585	2,878	2,035	1,360	5,610	27.4	32,038
Male	15,208	4,328	1,744	2,324	1,941	1,231	676	2,964	30.5	22,037
Female	8,804	1,679	793	1,261	937	804	684	2,646	22.0	10,001

TABLE E-4—BENEFICIARIES AND BENEFIT PAYMENTS BY PROVINCE, JUNE 1962

Source: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Weeks Paid	Amount of Benefit Paid $
Newfoundland	44,817	1,084,072
Prince Edward Island	4,742	96,095
Nova Scotia	52,097	1,141,473
New Brunswick	47,385	1,054,061
Quebec	223,681	5,294,939
Ontario	237,274	5,493,980
Manitoba	40,282	951,475
Saskatchewan	20,488	478,022
Alberta	41,300	1,034,074
British Columbia	85,909	2,080,988
Total, Canada, June 1962	797,975	18,709,179
Total, Canada, May 1962	1,893,197	45,409,414
Total, Canada, June 1961	1,098,256	25,890,434

F—Prices

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949-100)

Calculated by the Dominion Bureau of Statistics

—	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1957—Year	122.6	118.6	127.3	108.2	133.2	139.9	134.2	109.1
1958—Year	125.7	122.9	129.3	109.5	136.6	146.6	142.0	110.1
1959—Year	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1961—August	129.1	125.3	132.9	112.1	139.0	154.6	145.4	116.1
September	129.1	123.2	133.5	113.1	140.0	155.0	146.7	117.3
October	129.2	123.3	133.6	113.6	140.0	155.3	146.2	117.3
November	129.7	123.6	133.7	114.0	141.5	156.7	146.3	117.3
December	129.8	124.5	133.8	113.7	141.1	156.8	146.3	117.3
1962—January	129.7	124.8	134.0	111.6	140.6	156.8	146.6	117.3
February	129.8	125.0	134.0	111.8	140.7	157.2	146.7	117.2
March	129.7	124.4	134.0	112.9	139.9	157.2	146.7	117.5
April	130.3	125.8	134.0	113.2	140.2	158.1	146.6	117.9
May	130.1	124.5	134.5	112.8	140.4	158.2	147.1	117.9
June	130.5	125.6	134.9	113.1	140.4	158.2	147.0	117.9
July	131.0	127.0	135.1	112.9	140.7	158.4	147.8	117.9
August	131.4	128.4	135.1	112.7	140.8	158.2	147.8	118.0

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF JULY 1962

(1949 = 100)

	All-Items			Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
	July 1961	June 1962	July 1962							
(1)St. John's, Nfld.	116.9	117.4	117.3	111.0	113.4	111.6	124.5	155.2	152.6	98.9
Halifax	127.8	129.6	130.3	122.6	133.9	123.0	139.2	163.4	164.0	123.9
Saint John	129.7	130.9	131.8	126.3	131.6	121.1	143.6	184.5	150.8	124.3
Montreal	128.5	130.5	131.1	132.4	134.6	105.8	159.9	163.8	142.0	118.7
Ottawa	129.1	131.7	131.9	126.8	137.1	116.9	152.6	163.3	143.1	123.9
Toronto	130.5	132.3	132.6	124.5	139.3	117.9	135.7	156.1	184.2	122.4
Winnipeg	126.9	129.1	129.5	128.8	129.2	117.9	133.1	172.3	140.2	120.6
Saskatoon-Regina	125.2	127.4	127.9	125.5	127.1	126.5	135.7	145.0	147.8	119.6
Edmonton-Calgary	124.4	125.9	126.4	121.9	127.2	120.8	130.3	162.8	142.0	119.6
Vancouver	128.2	129.4	129.8	126.8	134.0	116.7	137.7	150.1	146.0	121.0

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

(1) St. John's index on the base June 1951=100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the National Employment Service. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers reported on strike or locked out, whether or not they all belonged to the unions directly involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 114, January issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1957-62

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per Cent of Estimated Working Time
1957	242	249	91,409	1,634,880	0.14
1958	253	262	112,397	2,872,340	0.24
1959	203	218	100,127	2,286,900	0.19
1960	268	274	49,408	738,700	0.06
1961	272	287	97,959	1,335,080	0.11
1961: July	28	41	8,806	94,680	0.09
August	32	47	8,347	64,660	0.06
September	32	53	10,647	105,080	0.10
October	30	56	40,400	416,660	0.38
November	24	49	11,059	122,100	0.11
December	13	40	22,000	140,890	0.13
*1962: January	20	40	9,174	85,420	0.08
February	15	44	10,855	72,070	0.07
March	30	46	12,426	143,800	0.14
April	18	40	12,328	142,770	0.14
May	23	45	17,333	139,700	0.12
June	27	53	14,545	260,650	0.23
July	24	47	16,775	133,650	0.11

*Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, JULY 1962, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Forestry	...	...	...
Mines	...	...	...
Manufacturing	20	3,523	46,300
Construction	13	4,165	40,580
Transpn. & utilities	8	9,019	45,800
Trade	5	56	650
Finance	...	...	...
Service	1	12	320
Public administration	...	...	...
All industries	47	16,775	133,650

TABLE G-3—STRIKES AND LOCKOUTS, JULY 1962, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland	...	...	...
Prince Edward Island	...	...	...
Nova Scotia	2	54	50
New Brunswick	1	41	1,000
Quebec	10	4,011	51,450
Ontario	22	4,598	24,560
Manitoba	6	1,096	20,300
Saskatchewan	...	...	...
Alberta	1	96	1,920
British Columbia	3	79	640
Federal	2	6,800	33,730
All jurisdictions	47	16,775	133,650

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JULY 1962

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			July	Accumulated		
MANUFACTURING						
Food and Beverages						
F. W. Fearman Co., Burlington, Ont.	Teamsters Loc. 879 (Ind.)	165	3,470	8,950	May 16	Wages~
Borden Company, Toronto, Ont.	Teamsters Loc. 647 (Ind.)	350	180	180	July 17 July 17	Wages~Return of workers.
Silverwood Dairies, Hamilton, Ont.	Retail, Wholesale Employees Loc. 422 (AFL-CIO/CLC)	106	50	50	July 18 July 18	Disciplinary dismissal of union steward~Return of workers, suspension of steward.
Donlands, Dairy, Toronto, Ont.	Teamsters Loc. 647 (Ind.)	220	110	110	July 19 July 19	Wages~Return of workers.
Leather						
A. R. Clarke Co., Toronto, Ont.	Butcher Workmen Loc. 125L (AFL-CIO/CLC)	200	4,200	5,200	June 25	Signing a first agreement~
Textiles						
Thor Mills, Granby, Que.	Textile Federation (CNTU)	220	4,620	11,970	May 6	Wages, Rand formula, seniority~
Collins & Aikman Ltd., Farnham, Que.	Textile Federation (CNTU)	272	2,990	2,990	July 10 July 24	Wages, union recognition, Rand formula ~ Wage increase 11¢ an hr. over three yrs.; union recognized, other benefits.
Clothing						
Arden Fur Corporation, Montreal, Que.	Butcher Workmen Loc. 400 (AFL-CIO/CLC)	104	1,040	2,500	June 12 July 17	Individual agreement following company's withdrawal from Fur Guild~Company signed Fur Guild agreement separately.
Paper						
Bathurst Containers, Montreal, Que.	Woodworkers Loc. 2-279 (AFL-CIO/CLC)	300	3,600	3,600	July 16	Wages, paid lunch period~
Primary Metals						
Chromium Mining and Smelting, Beauharnois, Que.	Metal Trades Federation (CNTU)	110	1,320	2,860	June 12 July 18	Wages, hours~Wage increase 5¢ an hr. Aug. 1961, 2¢ July 18, 1962, 3¢ Jan. 1963, 3¢ July 1963.
Machinery						
Dominion Engineering, Lachine, Que.	Machinists Loc. 1660 (AFL-CIO/CLC)	1,100 (12)	23,100	44,000	June 5	Wages~
CONSTRUCTION						
Canadian Plumbing and Mechanical Contractors Assoc., Winnipeg, Man.	Plumbers Loc. 254 (AFL-CIO/CLC)	600	11,400	17,400	June 18 July 30	Wages~Wage increase 10¢ an hr. July 28, 1962, 5¢ May 1963, 5¢ Dec. 1963.
Sheet Metal Contractors Assoc., Winnipeg, Man.	Sheet Metal Workers Loc. 511 (AFL-CIO/CLC)	185	3,890	5,100	June 21	Wages~
Electrical Contractors Section, Winnipeg Builders Exchange, Winnipeg, Man.	I.B.E.W. Loc. 2085 (AFL-CIO/CLC)	200	4,200	4,800	June 27	Wages, fringe benefits~
Foundation Company, Sudbury, Ont.	Labourers Loc. 493 (AFL-CIO/CLC)	782	3,130	3,130	July 3 July 9	Wages~Return of workers pending meeting of LRB.
Corporation of Master Plumbers and Master Electricians, Quebec, Que.	Building Workers' Federation (CNTU)	1,200	12,000	12,000	July 3 July 16	Wages, hours~Wage increase 10¢ an hr. immediately, 10¢ Jan. 1963, 12¢ July 1963, 8¢ Jan. 1964, 5¢ Jan. 1965; hours of work reduced.
Sudbury Builders Exchange, Sudbury, Ont.	Labourers Loc. 493 (AFL-CIO/CLC)	782	2,740	2,740	July 27 Aug. 1	Wages, hours~Wage increase 16¢ an hr. immediately, 11¢ July 1963; reduction in hours.

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JULY 1962

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			July	Accumulated		
Pentagon Construction, Kingston, Ont.	Six construction unions (AFL-CIO/CLC) & (AFL-CIO)	178	270	270	July 30 July 31	Refusal to cross Teamsters' picket line~Return of workers.
TRANSPN. & UTILITIES *Transportation* Various trucking firms,* Montreal, Que., other points.	Teamsters Loc. 106 (Ind.)	800	3,330	47,300	Apr. 16 July 7	Wages in a 3-yr. contract~Wage increase 9¢ an hr. the first yr., 9¢ the second yr., 8¢ the third yr.
Various trucking firms, Montreal, Que., other points.	Teamsters Loc. 106 (Ind.)	645	2,590	38,110	Apr. 16 July 7	Wages in a 3-yr. contract~Wage increase 9¢ an hr. the first yr., 9¢ the second yr., 8¢ the third yr.
Various trucking firms,* Ontario.	Teamsters, various locals (Ind.)	6,000	30,400	185,400	May 27 July 13	Wages, piggy-back operations~Wage increases, job protection for employees with 3 yrs. seniority when piggy-back used.
Various trucking firms, Ontario.	Teamsters, various locals (Ind.)	1,500	8,300	47,050	May 27 July 13	Wages, piggy-back operations~Wage increases, job protection for employees with 3 yrs. seniority when piggy-back used.

*Federal jurisdiction.

Figures in parentheses indicate the number of workers indirectly affected.

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